

The first party, Monema Communications S.L. (hereinafter known it by the mark Monema), with fiscal number: B-26439653 based at C/ Avda. de Zaragoza, 21 of Logroño, La Rioja, (Spain), and established as a limited company in Logroño by D. Carlos Ramón Pueyo Cajal, and registered in the Merchant's Registry of La Rioja (Spain) in volume 680, folio 213.

The other party, the contracting party, the physical or legal entity that fills the order form in website [www.monema.com](http://www.monema.com), with all the required data with whom Monema establishes a commercial activity through this contract. The contracting party recognizes, understand and freely accepts the present agreement after having been informed of the product's features.

Both parties, Monema and the customer, are interested in executing this agreement by accepting the following established terms and conditions:

## CLAUSES

### **FIRST. DEFINITIONS**

**Customer:** for the purposes of this contract, an individual or company that order one of the service offered through the website [www.monema.com](http://www.monema.com) or through a reseller.

**Service:** any of the services offered by Monema which are published on its website.

**Extra plan:** extension of the characteristics of the services offered by Monema.

**Login and Password:** information that authenticate a customer and allows him to access to control panel. Monema uses these systems to identify, verify and authenticate the identity of the Customer.

**Control Panel:** tool available to the client to manage the contracted services.

**Setup fee:** unique and initial amount required for the activation of a service plan or an extra.

**Monthly fee:** monthly amount related to the services or plans extras contracted by the Customer.

**Prepaid credit:** the resulting difference between the amounts paid by the customer to Monema in "prepayment credit" concept and the amounts related to service plans and extra calls that, depending on the mode of payment chosen by the customer, are attributable to this account.

### **SECOND. AIM**

2.1 This agreement is aimed of regulating telephony services on the Internet (VoIP), which Monema provides to the Customer.

2.2 Monema provides telephony services on the Internet to the Customer in a way that it's not allowed to make a resale or distribution of these services to third parties except with the express permission from Monema.

2.3 Signing up in the services provided by Monema implies acceptance of this agreement.

### **THIRD. DESCRIPTION OF SERVICES**

3.1 The conditions contained in this agreement shall apply to all services offered by Monema, published on its web site [www.monema.com](http://www.monema.com)

Therefore customer will order, through the web [www.monema.com](http://www.monema.com), virtual PBX phone systems that Monema currently offers:

TamTam PBX Basic (2 extensions, 1 line y 400MB of disk space)  
TamTam PBX Standard (5 extensions, 2 lines y 1GB of disk space)  
TamTam PBX Advanced (15 extensions, 4 lines y 3GB of disk space)  
TamTam PBX Premium (40 extensions, 8 lines y 8GB of disk space)

3.2 Extensions, lines and disk space for each service may be increased ordering plans that are charged to the base price of the service.

3.3 A "line" will be considered "in use" for both incoming and outgoing calls. If the number of lines in use exceeds the limit of lines of the contracted service, incoming and outgoing calls will not be allowed. Internal calls between extensions have no such limitation.

3.4 The "disk space" offered with the TamTam PBX services can only be used for this service and the customer will get access to it only with the tools that Monema provides.

3.5 Non-free calls only can be made if the customer has a positive balance in their prepaid credit account. The rates of these calls are available on the website of Monema.

3.6 The extra plan "Unlimited worldwide landline calls" allows the customer to make free calls to landline numbers of the following countries: "Argentina, Australia, Austria, Canada, China, Cyprus, Denmark, France, Greece, Guam, Hong Kong, Hungary, Ireland, Israel, Italy, Luxembourg, Malaysia, Norway, New Zealand, Netherlands, Poland, Portugal, Puerto Rico, UK, Singapore, Spain, Sweden, Switzerland, Thailand, Taiwan, USA". For this plan applies a fair usage policy of two thousand minutes per month and line and excludes calls to mobiles, special, premium services and non-geographic numbers. When the limit of two thousand minutes per month and line is exceeded, the standard rates listed in Monema's web site will be applied.

## ***FOURTH. PROVISION OF SERVICE***

4.1.- USAGE LICENSE. Monema gives to the customer a license for personal use, not exclusive, limited, intransmissible of the services contracted.

The Customer will not

- i. give, sell, resell, distribute or make available to third party the contracted service;
- ii. modify or copy in whole or in part the technology used by Monema in the service;

The Customer undertakes to use the contents made available by Monema in accordance with the law, this agreement and, where appropriate, the special conditions of certain services and other warnings, rules and instructions notified to his knowledge, and as with the moral and generally accepted principles of morality and public order, and in particular, pledges to refrain from:

- i. reproduce, copy, distribute, make available or communicate publicly, transform or alter the services;
- ii. delete, manipulate, or alter the copyright and other identifying data of rights reserved by Monema or its owners;

All trademarks, trade names or logos of any kind that appear on the website are property of Monema or third parties, without which can be understood that the use or access of customer to these services gain any rights on these marks, names commercial and / or logos.

Monema warns that the availability and continuity of the functioning of the Services depends on occasion of conditions beyond its control. When reasonably possible, Monema will notify of interruptions in contracted services.

4.2.- DELIVERY AND CUSTODY OF PASSWORDS. Customer can manage the services that have contracted at any time by accessing [www.monema.com](http://www.monema.com) through the passwords that Monema provides him for that purpose. It is responsibility of the Customer to custody the access passwords and is obliged to communicate to Monema their loss or theft in order to prevent non-authorized use of them. Monema may establish security procedures for access and renewal of passwords that will notify to the Customer who will respect such procedures and / or measures.

## **FIFTH. CONTROL PANEL**

5.1 The control panel of the PBX will be hosted in a secured area in the servers of Monema.

5.2 Monema will provide to customers a login (user name) and password identifier to gain access to the Control Panel, manage and consult all the data related to their services.

The identifiers will be provided by Monema to the customer at the time that he sign up in the service.

## **SIXTH. ECONOMIC CONDITIONS**

6.1 The customer is obliged, depending on the service they choose, to satisfy Monema fees and rates as specified in the Special Conditions.

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6.2 Rates published on [www.monema.com](http://www.monema.com) does not include VAT. Monema reserves the right to change the prices, rates, conditions and usage policies at any time and agree to notify such changes to the Customer at least two weeks before. For these purposes and for any notification to be made under this agreement Customer accepts e-mail as way of communication.

6.3 Monema will bill and charge a monthly fee for the contracted service, taking the date when the service was ordered as the starting one.

6.4 Incoming and outgoing calls from the PBX that are non-free will be charged in real-time to the Customer's prepaid credit account. The customer can recharge its prepaid credit account from its Control Panel at any time.

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### **6.5. BILLING AND PAYMENTS**

For the setup of the service the customer must make a payment equal to the setup fee of the service.

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The payment method of the setup and monthly fees can be one of these:

i. Paypal payment. Customer must make a payment of the setup fee and prepaid credit to the paypal account provided by Monema. The monthly fee will be charged each month to the prepaid credit account.

ii. Payment by direct debit: Customer will make a wire transfer to Monema's account for the setup fee. Monema will setup a direct debit to the customer for each monthly fee. Customer can recharge its prepaid credit account with paypal or wire transfer.

Customer undertakes to supply Monema valid contact and billing information, including address, fiscal number, contact name and email address. Customer is responsible for notifying Monema within a maximum of fifteen days of any change in the information provided for billing purposes. If contact information is wrong or illegal, Monema reserves the right to suspend the service without prejudice to any other type of legal action. Customer has 60 days after a bill is issued to notify a billing error and obtain a refund or credit.

### **6.6 UNPAID INVOICES**

The delay in payment shall entitle Monema to charge the customer an interest of 1.5% per month for all unpaid invoices. If the customer wants to renew the service, Monema reserves the right to charge again the setup fee of the service.

## **SEVENTH. MAINTENANCE**

7.1. Monema has a "Customer Service" to which Customer can contact by sending an e-mail to [info@monema.com](mailto:info@monema.com), to clarify any question relating to the operation, quality of service, price, or any doubts that might arise with regard to service delivery .

7.2. Also, our "Customer Service" will address and resolve complaints, claims and any issues arising from the Customer contract. The customer may write its complaints to the address:

Centro Tecnológico de La Rioja  
Avda. de Zaragoza, 21  
Logroño La Rioja  
ESPAÑA 26006

or e-mailing to the address [info@monema.com](mailto:info@monema.com) or by completing the form on the website [www.monema.com](http://www.monema.com), within one month from the time Customer was aware of the fact that motivates the claim .

## **EIGHTH. OBLIGATIONS OF MONEMA**

8.1 In its relations with the Customer, Monema must act with due diligence in its commercial activity, loyally and in good faith. Monema is committed to provide services in an optimum way, striving to enable them active for 24 hours a day, 7 days a week in the safest way possible except for incidents that occur outside the control of Monema.

Monema is not responsible for what is solely attributable to the customer .

8.2 Without prejudice to the obligations set out in the course of this contract, Monema will provide all necessary information so that Customer can make use of the service in an appropriate manner.

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8.3 Monema may change its policies, procedures, rules and other commercial terms of running their operations at any time, informing the customer of such changes by sending an e-mail, always that it affects the service contracted by the Customer.

8.4 Monema will determine the prices of PBX services, according to their own pricing policies.

8.5 Monema offers agreements for its products, the order procedure and the information posted on its website.

## **NINTH. CUSTOMER'S OBLIGATIONS**

9.1 Customer must comply with all terms and conditions of this agreement in the exercise of their business; also must act fairly and in good faith.

Customer shall refrain from carrying out any action that impairs the good name and reputation of Monema.

9.2 Customer undertakes to maintain operational, active and updated the e-mail address provided in the order form, for communications with Monema, as it is the preferred communication way for Monema to agile managing the delivery of service requested.

Customer undertakes to communicate the change of e-mail address to Monema in order to maintain communication between the two contracting parties .

Monema is exonerated of all responsibility for the consequences that the lack of operational capability of the Customer's e-mail or non notifications of changes can produce, as well as misinformation claimed by the Customer caused by a non notified new e-mail address.

9.3 Customer is the only responsible for operation and maintenance of user name and password. The use of these identifiers and the communication, even to third parties, is only responsibility of the Customer.

9.4 Customer will compensate to Monema for the costs of any "cause of action" which responsibility was attributable to the Customer, including fees and expenses of the lawyers for Monema, even if it wasn't a final court decision.

9.5 Customer declares and warrants that all information provided to Monema is complete and correct, being the Customer's responsibility to ensure the veracity of it. Also, the Customer must immediately notify to Monema any change in this information.

9.6 Customer agrees that telephone conversations hold with Monema can be recorded with the aim of improving the quality of our services and security in the delivery of the same.

9.7 In addition to the obligations under this clause, the Customer assume all the obligations deriving from the other terms of this contract and are not covered by this. Assume, too, how many obligations arising from the laws and regulations and rules that have to do with the operation of the service, especially those relating to the collection of personal data, as well as society information service providers and e-commerce.

## **TENTH. LENGTH AND TERMINATION OF CONTRACT**

10.1 The service hired by the Customer shall enter into force from the date of effective communication from Monema to the Customer of receipt of the setup fee. This agreement will be valid indefinitely until any of the two parties express its decision to cancel it.

10.2 This contract may be terminated by the decision of any party without the need to present valid reason or cause. Customer must communicate its authentic decision to Monema and fulfill the obligations undertaken prior to the termination of the contract.

10.3 Monema must notify to the Customer the termination of the contract by sending a message to the e-mail address provided for communication.

10.4 In case of nonpayment of the Customer, Monema reserves the right to terminate this agreement and the service contract. Monema will consider a Customer in nonpayment situation when the last monthly fee was not paid in the next 15 calendar days to its issuance.

10.5 Upon termination of the contract, Customer may request a refund of the prepaid balance discounting the pending unpaid monthly invoices.

10.6 If the contract is cancelled in a date between two monthly payments, Monema will not refund the proportional amount of paid invoices.

## **ELEVENTH. CONFIDENTIALITY**

Both parties undertake to respect the confidentiality of information relating to business information, financial information, customer lists and prices, sales and products and / or services (hereinafter Confidential Information), and not reveal them or leaving them available to third parties without obtaining the prior written consent of the other party, except as it were required by a court. The parties also agree to take those precautions needed to preserve the secrecy of the Confidential Information of the other as it usually takes to protect its own Confidential Information.

## **TWELFTH. INTELLECTUAL PROPERTY**

Monema is the exclusive holder of all rights of intellectual property on the Control Panel (among other things, drawings, texts, signs, symbols, logos, trademarks).

## **THIRTEENTH. MODIFICATION**

Monema reserves the right to cancel or change the terms and conditions of this contract in part or completely at any time, reporting it to the Customer in advance via email.

In any case, the Customer will have 15 days from the notification of the modification to cancel the contract if do not agree with the changes in the conditions of this contract. In this case, the customer can request a refund of his prepaid credit account.

## **FOURTEENTH. LAW AND JURISDICTION**

14.1 In matters not covered in this contract, as well as in interpreting and resolving conflicts that may arise between the parties, Spanish law will be applied.

14.2 If it were to arise a conflict or difference between the parties in the interpretation and execution of this contract, and will not be resolved by mutual agreement, it will be resolved at the request of either party, after being informed in writing to the other, by arbitration of the Chamber of Commerce and Industry of Logroño. The arbitration will be held in Logroño and will be conducted in accordance with the rules of the English Arbitration Act 60/2003, of December 23, and the Regulations of the Chamber of Commerce.

Each party shall assume its own costs in relation to arbitration, although the compensation and expenses of the arbitrators shall be made in the manner established by the arbitration decision.

14.3 If it is reasonably practicable, compliance with this contract, will continue during the course of any disagreement and / or arbitration or court proceedings.

14.4 All of the above is without prejudice to enable the parties to submit to a court proceeding, in this case shall be made to the jurisdiction and venue of the Courts of Logroño, explicitly renouncing their own jurisdiction, if another.

## **FIFTEENTH .- DATA PROTECTION**

15.1 In pursuance of the Law 15/1999, of December 13, Protection of Personal Data (LOPD) and Policy Development, Monema has taken the necessary technical and organizational steps. The Personal Data which are subject to automated processing and incorporated into the file, called "CLIENTES", properly registered with the Spanish Agency for Data Protection

The collection and automated processing of Personal Data aims at maintaining the contractual relationship that may be established with Monema well as the performance of the tasks of information, training, marketing (the latter task always identified as such) and other activities of the group.

15.2 The Personal data processed in the file "CLIENTES" only will be transferred to those institutions that are necessary for the sole purpose of enforcing the purpose/s above.

15.3 In cases where Monema figure as the company in charge of treatment, assumes the obligations establish in the LOPD to that effect and declare only will process the data according to the instructions of the responsible of treatment and they are not applied or used for purposes other than those appearing in the agreement to that effect.

15.4 The customer may at any time, exercise the rights acknowledged in the LOPD, access, rectification, cancellation and opposition. The exercise of these rights can be done by the customer in the system "Client Area", created by Monema, which is accessed through the customer's personal login and password. Those rights can also be exercised in terms of the

current legal proceedings and which can be viewed at [www.agpd.es](http://www.agpd.es).

15.5 Monema is not responsible for the failure by the customer of the LOPD in the part that its activity in him and which is related to the execution of this contract. Each part shall not be responsible for the nonfulfillment of these rules that make the other.

15.6 The customer says that all information provided by him are true and correct, and he undertake to keep certain, by communicating to Monema. Customer liable for the accuracy of their data and will be solely responsible for those conflicts or disputes could prove the falsity of the same.

## **ANNEX 1**

### ***Services, features and prices.***

#### **TamTam Basic**

- 2 extensions
- 1 line
- 400MB for voicemail and call recording

Price: 25€/month – 40\$/month (59€ setup – 94\$ setup)

#### **TamTam Standard**

- 5 extensions
- 2 lines
- 1GB for voicemail and call recording

Price: 52€/month – 83\$/month (125€ setup – 198\$ setup)

#### **TamTam Advanced**

- 15 extensions
- 4 lines
- 3GB for voicemail and call recording

Price: 119€/month – 189\$/month (289€ setup – 459\$ setup)

#### **TamTam Premium**

- 40 extensions
- 8 lines
- 8GB for voicemail and call recording

Price: 269€/month – 427\$/month (659€ setup – 1046\$ setup)

### ***Price of extras.***

- Extra Extension: 5€/month – 8\$/ month (10€ setup – 16\$ setup)
- Extra Line: 15€/ month – 24\$/ month (39€ setup – 62\$ setup)
- Unlimited worldwide calls to landlines – 20€/line/month – 32\$/line/month (20€ setup – 32\$ setup)