

# VoyagerNetz Terms License and Support Services Agreement

**Contracting Entity, Choice of Law & Location for Resolving Disputes.** You are contracting with, and all references to "VoyagerNetz" in these Terms mean:

**If you are contracting in the United States or Canada,** then "VoyagerNetz" refers to VoyagerNetz Delta LLC - an Illinois based limited liability company located at 333 N Randall Road Suite 105, St Charles, IL 60174. In this case this agreement will be governed by the laws of the State of Illinois.

**If you are contracting in North or South America outside the United States and Canada,** then "VoyagerNetz" refers to VoyagerNetz Delta LLC - an Illinois based limited liability company located at 333 N Randall Road Suite 105, St Charles, IL 60174. In this case this agreement will be governed by the laws of the State of Illinois.

**If you are contracting in South Africa,** then "VoyagerNetz" refers to VoyagerNetz South Africa (Pty) Ltd. - a South Africa based limited liability company.

**If you are contracting anywhere else in the world except for the previously specified areas,** then "VoyagerNetz" refers to VoyagerNetz Delta LLC - an Illinois based limited liability company located at 333 N Randall Road Suite 105, St Charles, IL 60174. In this case this agreement will be governed by the laws of the State of Illinois.

## Part I: License Agreement

These terms ("**Terms**") cover the use of all VoyagerNetz software, products, websites, and services (the "**Services**"). You accept these Terms through any of the following means: signing a VoyagerNetz contract, the creation of a VoyagerNetz account, through your use of the Services, or by continuing to use the Services after being notified of a change to these Terms.

### 1. Your Privacy

Your privacy and the privacy of your customers are important to us. Please read the VoyagerNetz Privacy Statement which can be found at <https://voyagernetz.com/privacy> (the "**Privacy Statement**") as it describes the types of data we collect from you and your devices ("**Data**"), how we use your data and the legal basis we have to process your Data. The Privacy Statement also describes how VoyagerNetz uses your content, which is your communications with others; postings submitted by you to VoyagerNetz or any of its service providers via the Services; and the files, photos, documents, audio, digital works, live streams, and videos that you upload, store, broadcast or share through the Services ("**Your Content**"). Where the processing is based on consent and to the extent permitted by law, by agreeing to these Terms, you consent to VoyagerNetz's collection, use and disclosure of Your Content and Data as described in the Privacy Statement. In some cases, we may provide separate notice and request your consent as referenced in the Privacy Statement.

### 2. Your Content

- 2.1. Many of our Services allow you to store or share Your Content or receive material from others. We don't claim ownership of Your Content. Your Content remains Your Content and you are responsible for it.
- 2.2. When you share Your Content with other people, you understand that they may be able to, on a worldwide basis, use, save, record, reproduce, broadcast, transmit, share, and display Your Content for the purpose that you made Your content available on the Services, without compensating you. If you do not want others to have that ability, do not use the Services to share Your Content. You represent and warrant that for the duration of these Terms, you have (and will have) all the rights necessary for Your Content that is uploaded, stored, or shared on or through the Services and that the collection, use and retention of Your Content will not violate any law or

rights of others. VoyagerNetz does not own, control, verify, pay for, endorse, or otherwise assume any liability for Your Content and cannot be held responsible for Your Content or the material others upload, store or share using the Services.

2.3. To the extent necessary to provide the Services to you and others, to protect you and the Services, and to improve VoyagerNetz's products and services, you grant to VoyagerNetz a worldwide and royalty-free intellectual property licence to use Your Content, for example, to make copies of, retain, transmit, reformat, display, and distribute via communication tools Your Content on the Services. If you publish Your Content in areas of the Service where it is available broadly online without restrictions, Your Content may appear in demonstrations or materials that promote the Service. We do not use what you say in email, chat, video calls or voice mail, or your documents, photos, or other personal files to target advertising to you. Our advertising policies are covered in detail in the Privacy Statement.

### 3. Code of Conduct

3.1. By agreeing to these Terms, you're agreeing that, when using the Services, you will follow these rules:

3.1.1. Don't do anything illegal.

3.1.2. Don't engage in any activity that exploits, harms, or threatens to harm children.

3.1.3. Don't send spam or engage in phishing. Spam is unwanted or unsolicited bulk email, postings, contact requests, SMS (text messages), instant messages or similar electronic communications. Phishing is sending emails or other electronic communications to fraudulently or unlawfully induce recipients to reveal personal or sensitive information, such as passwords, dates of birth, national identity numbers, passport numbers, credit card information, financial information, or other sensitive information, or to gain access to accounts or records, exfiltration of documents or other sensitive information, payment and/or financial benefit.

3.1.4. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, or criminal activity) or material that does not comply with local laws or regulations.

3.1.5. Don't engage in activity that is fraudulent, false, misleading (e.g., asking for money under false pretences, impersonating someone else), libellous or defamatory.

3.1.6. Don't circumvent any restrictions on access to or availability of the Services.

3.1.7. Don't engage in activity that is harmful to you, the Services, or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, sowing social discord, posting or communicating content that could be considered as degrading others based that are based on sex, nationality, religious beliefs, race and/or advocating violence against others).

3.1.8. Don't infringe upon the rights of others for example unauthorised sharing, resale or other distribution of copyrighted music or other copyrighted material.

3.1.9. Don't engage in activity that violates the privacy or data protection rights of others.

3.1.10. Don't help others break these rules.

3.2. **Enforcement.** If you violate these Terms, we may, in our sole discretion, stop providing Services to you and / or we may close your VoyagerNetz account. We may also block delivery of a communication (like email, file sharing or electronic message) to or from the Services to enforce these Terms, or we may remove or refuse to publish Your Content for any reason. When investigating alleged violations of these Terms, VoyagerNetz reserves the right to review Your Content to resolve the issue, and you hereby authorise such review. However, we cannot monitor all Services and do not attempt to do so.

3.3. **Application to Services.** Violation of these Terms of Service may result in suspensions or bans from participation

in Services, including forfeiture of content licences, Membership time and VoyagerNetz account balances associated with the account.

## 4. Using the Services & Support

4.1. **VoyagerNetz account.** You'll need an account to access many of the Services.

4.2. **Creating an Account.** You can create an account by signing up online or, if you are not able to do so, by requesting the creation of a VoyagerNetz account through VoyagerNetz or any of its appointed dealerships. You agree not to use any false, inaccurate or misleading information when signing up for your account. In some cases, a third party (e.g., an approved VoyagerNetz Dealership or VoyagerNetz Reseller) may have assigned an account to you. If you received your VoyagerNetz account from a third party, the third-party may have additional rights over your account, like the ability to access or delete your account. Please review any additional terms the third party provided you, as VoyagerNetz has no responsibility regarding these additional terms. If you create an account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You cannot transfer your account credentials to another user or entity. To protect your account, keep your account details and password confidential. You are responsible for all activity that occurs under your account.

4.2.1. **Account Use.** You must use your account to keep it active. This means you must sign in at least once every sixty days to keep your account, and associated services, active. If you don't sign in during this time, we will assume your account is inactive and we might close your account. Please see section 4.2.2 for the consequences of a closed account. If we reasonably suspect that your account is at risk of being used by a third party fraudulently (for example, because of an account compromise), VoyagerNetz may suspend Services related to your account until you can reclaim ownership. Based on the nature of the compromise, we may be required to disable access to some or all of your content and Services.

### 4.2.2. Closing Your Account.

4.2.2.1. You can cancel specific Services or close your account at any time and for any reason by giving twenty-eight days notice before the end of your current billing cycle. Services that are not canceled will automatically renew for another billing cycle. For example:

- If you are on monthly billing your Services automatically renew every calendar month. You can cancel a specific service by giving twenty eight days notice before the end of the current month.
- If you are on annual billing your Services automatically renew every year on the anniversary date of your contract. You can cancel a specific service by giving twenty eight days notice before the anniversary date of your contract.

4.2.2.2. When you ask us to close your account, we will put it in a suspended state for 60 days after your notice period has passed just in case you change your mind. After that 60-day period, your VoyagerNetz account will be closed. Please see section 4.2.2.4 below for an explanation as to what happens when your VoyagerNetz account is closed.

4.2.2.3. Logging back in during the 60 days will reactivate your account and the notice period mentioned in section 4.2.2.1 above will automatically become void.

4.2.2.4. If your account is closed (whether by you or us), a few things happen:

4.2.2.4.1. First, your right to use your account to access the Services stops immediately;

4.2.2.4.2. Second, we'll delete Data, or your content associated with your account or will otherwise disassociate it from you and your account (unless we are required by law to keep it, return it or transfer it to you, or a third party identified by you). You should have a regular backup plan as VoyagerNetz

won't be able to retrieve your content or data once your account is closed;  
and

4.2.2.4.3. Third, you may lose access to products you've acquired.

**4.2.3. Additional Services.** You can at any point add additional services to your account - these services will form part of your existing account and will be covered by these Terms. For example you could add additional user licenses to an existing service or add additional services which you were not previously making use of. The addition of service will be billed proportionally for the current billing cycle (month, year or quarter) and will thereafter be included in the billing for the next billing cycle - for example:

- For month-to-month billing you could add additional users during a month for a VoyagerNetz product you use. These users will be billed at the current per-user billing rate associated with your account for the portion of the current month that still remains. From the next month these additional users will be billed together with all other Services you make use of.
- For annual billing you could add additional users during a year for a VoyagerNetz product you use. These users will be billed at the current per-user billing rate associated with your account for the portion of the year that still remains. From the next year these additional users will automatically be billed together with all other Services you make use of.

New user licenses and services you add to your account will receive an annual increase at the same time as the existing services on your account.

**4.2.4. Service Notifications.** When there's something we need to tell you about a Service you use, we'll send you Service notifications. If you gave us your email address or phone number in connection with your VoyagerNetz account, then we may send Service notifications to you via email, via SMS (text message), Voice message, Phone call or some other messaging system linked to your phone number. This may include the verification of your identity before registering your mobile phone number and enabling access to your VoyagerNetz product(s). We may also send you Service notifications by other means (for example by in-product messages). Data or messaging rates may apply when receiving notifications via SMS.

**4.2.5. Support.** Customer support for some Services is available in the VoyagerNetz Support Service Agreement. Certain Services may offer separate or additional customer support, subject to the terms specified in your Support Services Agreement unless otherwise specified. Support may not be available for preview or beta versions of features or Services. The Services might not be compatible with software or services provided by third parties and you are responsible for familiarising yourself with compatibility requirements.

**4.2.6. Ending your Services.** If your Services are cancelled (whether by you or us):

4.2.6.1. Your right to access the Services will stop and your licence to the software related to the Services ends;

4.2.6.2. We might delete Data, or Your Content associated with your Service or will otherwise disassociate it from you and your VoyagerNetz account (unless we are required by law to keep it, return it, or transfer it to you, or a third party identified by you). As a result, you may no longer be able to access any of the Services (or Your Content that you've stored on those Services). You should have a regular backup plan; and

4.2.6.3. You may lose access to products you've acquired.

## 5. Using Third-Party Apps and Services

5.1. The Services may allow you to access or acquire products, services, websites, links, content, material, games, skills, integrations, bots, or applications from independent third parties (companies or people who aren't VoyagerNetz) ("**Third-Party Apps and Services**").

- 5.2. Many of our Services also help you find, make requests to, or interact with Third-Party Apps and Services or allow you to share Your Content or Data, and you understand that by using our Services we will be using these Third Party Apps and Services to enable our Services.
- 5.3. The Third-Party Apps and Services may also allow you to store Your Content or Data with the publisher, provider or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present you with a privacy policy or require you to accept their terms before you can install or use the Third-Party App or Service. See section 13 for additional terms for applications acquired through certain engagement points owned or operated by VoyagerNetz or its affiliates.
- 5.4. You should review the third-party terms and privacy policies before acquiring, using, requesting, or linking your VoyagerNetz Account to any Third-Party Apps and Services. Any third-party terms do not modify these Terms.
- 5.5. VoyagerNetz does not license any intellectual property to you as part of any Third-Party Apps and Services. You agree to assume all risk and liability arising from your use of these Third-Party Apps and Services and that VoyagerNetz is not responsible for any issues arising out of your use of them. VoyagerNetz is not responsible or liable to you or others for information or services provided by any Third-Party Apps and Services.

## 6. Service Availability

- 6.1. The Services, Third-Party Apps and Services, or material or products offered through the Services may be unavailable from time to time, may be offered on a limited basis or may vary depending on your region or device. If you change the location associated with your VoyagerNetz account, you may need to re-acquire material or applications that were available to you and paid for in your previous region.
- 6.2. You agree not to access or use material or Services which are illegal or not licensed for use in the country from which you access or use such material or Services, or to conceal or misrepresent your location or identity to access or use such material or Services.
- 6.3. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages and VoyagerNetz 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 Content or Data that you've stored. We recommend that you regularly backup Your Content and Data that you store on the Services or store using Third-Party Apps and Services.

## 7. Updates to the Services or Software, and Changes to These Terms

- 7.1. We may change these Terms at any time, and we'll inform you when we do. Using the Services after the changes become effective means you agree to the new terms. If you do not agree to the new terms, you must stop using the Services, close your VoyagerNetz account as set out in section 4.2.2 above.
- 7.2. Sometimes you will need software updates to keep using the Services. We may automatically check your version of the software and download software updates or configuration changes. You may also be required to update the software to continue using the Services. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. VoyagerNetz isn't obligated to make any updates available and doesn't guarantee that we will support the version of the system for which you purchased or licensed the software, apps, content, or other products. Such updates may not be compatible with software or services provided by third parties. You may withdraw your consent to future software updates at any time by uninstalling the software.
- 7.3. Additionally, there may be times when we need to remove or change features or functionality of the Service or stop providing a Service or access to Third-Party Apps and Services altogether. Except to the extent required by applicable law, we have no obligation to provide a re-download or replacement of any material or applications previously purchased. We may release the Services or their features in a preview or beta version, which may not work correctly or in the same way the final version may work.

- 7.4. So that you can use material protected with digital rights management (DRM), like some music, games, films, books and more, DRM software may automatically contact an online rights server and download and install DRM updates.

## 8. Software Licence

- 8.1. Any software provided by us to you as part of the Services is subject to these Terms. Applications acquired through certain platforms owned or operated by VoyagerNetz or its affiliates are subject to section 13 below.
- 8.2. If you comply with these Terms, we grant you the right to install the software on devices used by users in your organization who will be using the software.
- 8.3. The software is licensed, not sold, and VoyagerNetz reserves all rights to the software not expressly granted by VoyagerNetz, whether by implication, estoppel or otherwise. This licence does not give you any right to, and you may not:
- 8.3.1. circumvent or bypass any technological protection measures in or relating to the software or Services;
  - 8.3.2. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
  - 8.3.3. separate components of the software or Services for use on different devices;
  - 8.3.4. publish, copy, rent, lease, sell, export, import, distribute or lend the software or the Services unless VoyagerNetz expressly authorized you to do so;
  - 8.3.5. transfer the software, any software licences, or any rights to access or use the Services;
  - 8.3.6. use the Services in any unauthorised way that could interfere with anyone else's use of them or gain access to any service, data, account, or network;
  - 8.3.7. enable access to the Services or modify any authorised device by unauthorised third-party applications.

## 9. Payment Terms

- 9.1. If you purchase a Service, then these payment terms apply to your purchase and you agree to them.
- 9.1.1. **Charges.** If there is a charge associated with a portion of the Services, you agree to pay that charge in the currency specified. The price stated for the Services excludes all applicable taxes and currency exchange settlements unless stated otherwise. All prices for paid products are exclusive of applicable taxes unless otherwise stated. You are solely responsible for paying such taxes or other charges. VoyagerNetz calculates taxes based on the primary address associated with your billing information. You are responsible for ensuring that this address is up to date and accurate. **We may suspend or cancel the Services if we do not receive an on-time, full payment from you.** Suspension or cancellation of the Services for non-payment could result in a loss of access to and use of your account and its content. Depending on your location, some transactions might require foreign currency conversion or be processed in another country. Your bank might charge you additional fees for those services when you use a debit or credit card. If you need details on these transaction fees then please contact your bank.
- 9.1.2. **Failed Payments, arrears, overdue accounts, penalties, and interest.** Should any attempt to process payments against your credit/debit card or electronic mandate fail, VoyagerNetz will be entitled to add a penalty against your account equal to 5% of the value of the payment that is being processed per failed attempt. If your account falls into arrears, VoyagerNetz may calculate and add arrears interest on your full outstanding balance at a rate of 10% per annum. Arrears interest may be calculated daily and capitalised monthly. VoyagerNetz is not obliged to notify you if it elects to apply any penalties and/or interest.

**9.1.3. Your Billing Account.** To pay the charges for a Service, you will be asked to provide a payment method at the time you sign up for that Service. For all Services, you can access and change your billing information and payment method on the VoyagerNetz Account Management website. Additionally, you agree to permit VoyagerNetz to use any updated account information regarding your selected payment method provided by your issuing bank or the applicable payment network. You agree to promptly update your account and other information, including your email address and payment method details, so we can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges we submit to your billing account before we could reasonably act on your changes to your billing account.

**9.1.4. Billing.** By providing VoyagerNetz with a payment method, you (i) represent that you are authorised to use the payment method you provided and that any payment information you provide is true and accurate; (ii) authorise VoyagerNetz to charge you for the Services or available content using your payment method; and (iii) authorise VoyagerNetz to charge you for any paid feature of the Services you choose to sign up for or use while these Terms are in force. We may bill you (a) in advance; (b) at the time of purchase; (c) shortly after purchase or (d) on a recurring basis for subscription Services. Also, we may charge you up to the amount you have approved subject to possible exchange rate fluctuations, and we will notify you in advance of any change in the amount to be charged for recurring subscription Services. We may bill you at the same time for more than one of your prior billing periods for amounts that haven't previously been processed.

**9.1.5. Recurring Payments.** When you purchase the Services on a subscription basis (e.g., monthly, quarterly, or annually), you agree that you are authorising recurring payments, and payments will be made to VoyagerNetz by the method and at the recurring intervals you have agreed to until the subscription for that Service is terminated by you or by VoyagerNetz. You must cancel your Services as specified in section 4.2.2.1 above to stop being charged for the Services. You can cancel the services by sending us a notice in writing or via email. By authorising recurring payments, you are authorising VoyagerNetz to process such payments as either electronic debits or fund transfers, or as electronic drafts from your designated account (for Automated Clearing House or similar payments), or as charges to your designated account (for credit cards or similar payments) (collectively, "**Electronic Payments**"). Subscription fees are generally charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, VoyagerNetz or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee and process any such payment as an Electronic Payment.

**9.1.6. Online Statement and Errors.** VoyagerNetz will provide you with an online billing statement on the VoyagerNetz Account Management website, where you can view and print your statement. This is the only billing statement that we provide. If you think that we made a billing error please inform us in writing and we will investigate the issue within sixty days. The existence of such an error does not entitle you not to make payments of any future invoices or offset any error as defined in this section. This policy does not affect any statutory rights that may apply.

**9.1.7. Refund Policy.** Unless otherwise provided by law or by a particular Service offer, all purchases are final and non-refundable. In cases where you have made payments in error either by paying a billed amount which was later found to be billed in error or by paying more than you were billed for then you can request a refund. Our refund procedure will require an investigation which can take between thirty and sixty days. If the investigation finds that a refund is due to you then the refund amount will firstly be applied to any other amounts that are due to be paid by you and then the balance will be refunded into a bank account provided by you.

**9.1.8. Cancelling the Services.** If you cancel your services by giving notice in accordance with the applicable notice period (see section 4.2.2.1) then your billing for the canceled Services will stop at the end of the billing cycle in which your notice period expires. The canceled services will also expire at the end of the billing cycle in which your notice period expires. For example:

- If you are on month-to-month billing and you give notice on the 20th April the notice period

expires thirty days later which is the 20th of May - your Services will in this case be canceled at the end of May and you will not be billed for these services after that point.

- If you are on quarterly billing and you give notice less than thirty days before the end of the next quarter then you will be billed for the next quarter and your billing and Services will be canceled at the end of that next quarter.
- If you are on annual billing and you give notice less than thirty days before the end of the next annual billing cycle then you will be billed for the next year and your billing and Services will be canceled at the end of that next year.

9.1.9. **Trial-Period Offers.** If you are taking part in any trial-period offer, you may be required to cancel the trial Service(s) within the timeframe communicated to you when you accepted the offer to avoid being charged to continue the Service(s) at the end of the trial period.

9.1.10. **Promotional Offers.** From time to time, VoyagerNetz may offer Services for free for a trial period. VoyagerNetz reserves the right to charge you for such Services (at the normal rate) if VoyagerNetz determines (in its reasonable discretion) that you are abusing the terms of the offer.

9.1.11. **Cost Fluctuations.** In cases where the base price of Services undergoes a substantial change due to a service provider price change or a base currency exchange rate change VoyagerNetz has the right to modify prices provided that it gives you notice via email at least fifteen days prior to such a change.

9.1.12. **Price Changes & annual increases.** We may change the price of the Services at any time or implement an annual increase at a rate determined by us effective for your new billing cycle. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term except for changes related to service provider pricing and currency fluctuations considered in 9.1.11.

9.1.13. **Payments to You.** If we owe you a payment, then you agree to timely and accurately provide us with any information we need to get that payment to you. You are responsible for any taxes and charges you may incur because of this payment to you. You must also comply with any other conditions we place on your right to any payment. If you receive a payment in error, we may reverse or require the return of the payment and you agree to cooperate with us in our efforts to do this.

## 10. VoyagerNetz Support Services

Reference Part II: Support Services for a detailed description of how support services are provided.

## 11. Warranties

11.1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE VOYAGERNETZ SOFTWARE, PRODUCTS, SERVICES AND/OR SUPPORT SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT ARE WITH YOU.

11.2. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE VOYAGERNETZ SOFTWARE, PRODUCTS, SERVICES AND/OR SUPPORT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND VOYAGERNETZ, VOYAGERNETZ REGIONAL HEADQUARTERS AND VOYAGERNETZ'S DEALERSHIPS (COLLECTIVELY REFERRED TO AS "VOYAGERNETZ") HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE VOYAGERNETZ SOFTWARE AND SUPPORT SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VOYAGERNETZ DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE VOYAGERNETZ SOFTWARE, PRODUCTS, SERVICES OR SUPPORT SERVICES PERFORMED OR PROVIDED BY VOYAGERNETZ WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE VOYAGERNETZ SOFTWARE, PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY FUNCTIONALITY OR SUPPORT SERVICES WILL CONTINUE TO BE MADE AVAILABLE, THAT THE VOYAGERNETZ SOFTWARE, PRODUCTS SERVICES AND/OR SUPPORT SERVICES WILL BE COMPATIBLE OR WORK WITH ANY THIRD PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES, OR THAT DEFECTS

IN THE VOYAGERNETZ SOFTWARE, PRODUCTS, SERVICES AND/OR OR SUPPORT SERVICES WILL BE CORRECTED. INSTALLATION OF THIS VOYAGERNETZ SOFTWARE MAY AFFECT THE AVAILABILITY AND USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR THIRD-PARTY SERVICES, AS WELL AS OTHER VOYAGERNETZ SOFTWARE, PRODUCTS, SERVICES AND/OR SUPPORT SERVICES.

- 11.3. YOU FURTHER ACKNOWLEDGE THAT THE VOYAGERNETZ SOFTWARE, PRODUCTS AND SERVICES ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN THE CONTENT, DATA OR INFORMATION PROVIDED BY, THE VOYAGERNETZ SOFTWARE, PRODUCTS OR SERVICES COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.
- 11.4. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VOYAGERNETZ OR A VOYAGERNETZ AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE VOYAGERNETZ SOFTWARE OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

## 12. Limitation of Liability

- 12.1. If you have any basis for recovering damages (including breach of these Terms), to the extent permitted by the applicable law, you agree that your exclusive remedy is to recover, from VoyagerNetz or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors, direct damages up to an amount equal to your Services fee pro-rata for the month during which the loss or breach occurred (or zero if the Services are free) subject to you submitting evidence of proven losses or breaches within 24 hours of the occurrence of the loss or breach event. Should you fail to submit evidence of proven losses or breaches within 24 hours of the occurrence of the loss or breach VoyagerNetz or any affiliates, resellers, distributors, Third-Party Apps and Services providers, and vendors shall not be liable to pay for any damages.
- 12.2. To the extent permitted by the applicable law, you can't recover any (i) consequential losses or damages; (ii) loss of actual or anticipated profits (whether direct or indirect); (iii) loss of actual or anticipated income (whether direct or indirect); (iv) loss of contract or business or other losses or damages arising from your use of the Services in a non-personal capacity; (v) special, indirect, incidental or punitive losses or damages; and (vi) to the extent permitted by law, direct losses or damages over the caps specified in section 12.1. These limitations and exclusions apply if this remedy doesn't fully compensate you for any losses or fails of its essential purpose or if we knew or should have known about the possibility of the damages. To the maximum extent permitted by law, these limitations and exclusions apply to anything or any claims related to these Terms, the Services or the software related to the Services.
- 12.3. VoyagerNetz is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond VoyagerNetz' reasonable control (such as labour disputes, acts of God including infectious diseases including outbreaks, epidemics and pandemics, war or terrorist activity, malicious damage, accidents or compliance with any applicable law or government order). VoyagerNetz will endeavour to minimise the effects of any of these events and to perform the obligations that aren't affected.
- 12.4. Notwithstanding any of the above, VoyagerNetz will not be liable for any error, omission or non-delivery that is caused by any of the authorised Dealers.
- 12.5. You take full responsibility to adhere to all relevant laws and regulations related to the sending of text messages and other similar message based communication. You agree that in all cases you will get a customers permission before you will send him any promotional and / or marketing messages and that you will stop sending messages to customers when they have opted out from receiving messages.

## 13. Service-Specific Terms

13.1. **Service-Specific Terms.** The terms before and after section 13 apply generally to all Services. This section contains service-specific terms that are in addition to the general terms. These service-specific terms govern if there are any conflicts with the general terms.

13.1.1. **Commercial Use.** VoyagerNetz's range of products is meant for commercial use purposes. Any use outside of this purpose is not allowed.

13.1.2. **Services.** When you sign up to receive Services related to our VoyagerNetz product offering, information about your activities and usage may be tracked and shared with applicable third-party developers for VoyagerNetz and the third-party developers to operate their products and to deliver Services. If you choose to link your VoyagerNetz Services account with your account on a non-VoyagerNetz service or sign in to your VoyagerNetz Services account to access a non-VoyagerNetz Service, you agree that: (a) VoyagerNetz may share limited account information, with that non-VoyagerNetz party as stated in the VoyagerNetz Privacy Statement and (b) where allowed by your privacy settings, the non-VoyagerNetz party may also have access to Your Content from communications when you are signed into your account with that non-VoyagerNetz party. Also, if allowed by your VoyagerNetz privacy settings, VoyagerNetz can publish your name, tag, pic, motto, and avatar in communications to people you allow.

13.1.3. **Your Content.** As part of building the VoyagerNetz Services community, you grant to VoyagerNetz, its affiliates and sublicensees a free and worldwide right, to use, modify, reproduce, distribute, broadcast, share and display Your Content or your name, tag, motto, or avatar that you posted for any VoyagerNetz Services. "Your Content" means all content you, or someone on your behalf, creates on the VoyagerNetz Service, including but not limited to live and recorded streams (and any content, like audio-visual content, they contain); brand names, trademarks, service marks, trade names, logos, or indicia of origin; your comments, emoticons, and activity in Mixer channels (including bot-generated content); and all related metadata. VoyagerNetz may see, use, host, reproduce, modify, distribute, and publish Your Content on any of its secure platforms, products, services and/or solutions, in any form, format, media or channels now known or later developed.

13.1.4. **Application & Service Managers.** Some providers may use managers and hosts. Managers and hosts are not authorised VoyagerNetz spokespersons. Their views do not necessarily reflect those of VoyagerNetz.

13.1.5. **Upgrades.** For any device that can connect to VoyagerNetz Services, we may automatically check your version of VoyagerNetz console software or the VoyagerNetz app software and download console or app software updates or configuration changes, including those that prevent you from accessing the VoyagerNetz Services, using unauthorised services or apps, or using unauthorised hardware peripheral devices.

13.1.6. **Cheating, hacking, or tampering with Software.** For any device that can connect to VoyagerNetz Services, we may automatically check your device for unauthorised hardware or software that enables cheating, hacking, or tampering in violation of the Code of Conduct or these Terms, and download app software updates or configuration changes, including those that prevent you from accessing the VoyagerNetz Services, or from using unauthorised hardware or software that enables cheating, hacking, or tampering.

13.1.7. **Using the VoyagerNetz Products or any of its related services.**

13.1.7.1. **Anonymous and Non-Anonymous Use.** You cannot use VoyagerNetz Products or any of its related services anonymously. Chatting, following channels, streaming and other interactions require you to sign into an account, in which case VoyagerNetz Products or any of its related services uses your existing VoyagerNetz account. You will be required to create an account with verified sign-in and will be identified to other users by your username.

13.1.7.2. **VoyagerNetz Products and Third-Party Accounts.** VoyagerNetz Products offers the ability to sign in using a VoyagerNetz account or a third-party account. If you use any of these accounts to sign in, you must associate the account with your VoyagerNetz account.

13.1.7.3. **Account Use.** If you use a VoyagerNetz account, you must use it to keep it active. See section 4.2.1 above.

13.1.7.4. **Service Notifications.** When there's something we need to tell you about VoyagerNetz Engage or any of its related services, we'll send you Service notifications to the email associated with your VoyagerNetz account.

13.1.7.5. **Support.** Customer support for VoyagerNetz Products and related services is available through our standard support structures. See section 4.2.5 above.

13.2. **Calculation of Messaging costs.** Every message that is sent and received through VoyagerNetz Engage will count as one message. In cases where messages are sent via SMS / Text messages every segment of those messages will count as one message. SMS segments are mostly sent through Twilio or similar service providers and you can learn more about SMS segments and how segments are calculated on Twilio's website or at this location <https://www.twilio.com/docs/glossary/what-sms-character-limit> . More information about SMS Segments can be provided to you on request.

In cases where images and other media are sent over SMS channels an MMS message might be used. An MMS message conveys both an image and text and is accounted for as two messages for each MMS message.

13.3. **Hosted Number.** In some cases it is possible for us to host one of your existing telephone numbers through Twilio as a hosted number in order to send or receive SMS / Text messages through this number. You can learn more about Hosted Numbers on Twilio's support page at the following link:

<https://www.twilio.com/docs/phone-numbers/hosted-numbers>

Upon confirmation of a customer VoyagerNetz will perform the administrative tasks in order to give effect to a hosted number. VoyagerNetz is not involved in the hosting of this number and this is entirely done through Twilio. VoyagerNetz does not guarantee that the hosted number will be free from technical issues but we will help you resolve any issues if they appear as far as it is in our power to resolve these issues. In some cases it is not possible to host a number through Twilio - in these cases customers will not be able to send / receive text messaging using their existing numbers and VoyagerNetz will register one additional number for the purpose of sending and receiving SMS / Text messages.

13.4. **Messaging Channels.** We offer no guarantee that any specific messaging channel (for example text messaging, hosted number, facebook messaging, WhatsApp and other channels) will remain available as an option on our product. In some cases your business will have to apply directly from messaging service providers to be able to use their messaging channels - for example WhatsApp requires your business to register with Meta (the owners of WhatsApp). We can assist you with this application process but we do not control and cannot guarantee that your application will be successful. Similarly these messaging channel providers can decide to stop offering their messaging services to you - we have no control over this.

13.4. **Messaging Channel Approval.** In cases where a Messaging Channel does not get approved during the onboarding process you have the option to cancel the subscription to our services with immediate effect (no further billing will take place). We will also refund your 50% of your implementation fees provided that you request such a cancellation within thirty days from being notified that the Messaging Channel was not approved.

13.4. **Messaging Channel Blocking.** In cases where you are blocked by a Messaging Service Provider from using their Messaging Service for whatever reason you agree that you will still be liable to pay your subscription fees and that no refund will be provided. In these cases you can follow the standard cancellation procedure to cancel your subscription.

## 14. Miscellaneous

- 14.1. **Miscellaneous.** This section and sections 1, 8, 9 (for amounts incurred before the end of these Terms), 10, 11, 12, 14, 17 and those that by their terms apply after these Terms end will survive any termination or cancellation of these Terms. To the extent permitted by applicable law, we may assign these Terms, subcontract our obligations under these Terms or sublicense our rights under these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms or transfer any rights to use the Services. This is the entire agreement between you and VoyagerNetz for your use of the Services. It supersedes any prior agreements between you and VoyagerNetz regarding your use of the Services. In entering into these Terms, you have not relied on any statement, representation, warranty, understanding, undertaking, promise or assurance other than as expressly set out in these Terms. All parts of these Terms apply to the maximum extent permitted by relevant law. If a court or arbitrator holds that we can't enforce a part of these Terms as written, we may replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms won't change. These Terms are solely for your and our benefit. These Terms are not for the benefit of any other person, except for VoyagerNetz's successors and assigns. Section headings are for reference only and have no legal effect.
- 14.2. **Claims.** Claims must be filed within the timeframe(s) specified in section 12.1 above unless your local law requires a longer time to file claims. If not filed within that time, then it's permanently barred.
- 14.3. **Export Laws.** You must comply with all domestic and international export laws and regulations that apply to the software and/or Services, which include restrictions on destinations, end users and end-use.
- 14.4. **Reservation of Rights and Feedback.** Except as expressly provided under these Terms, VoyagerNetz does not grant you a licence or any other rights of any type under any patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by VoyagerNetz or any related entity, including but not limited to any name, trade dress, logo, or equivalents. If you give to VoyagerNetz any idea, proposal, suggestion, or feedback, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("**Feedback**"), you give to VoyagerNetz, without charge, royalties or other obligation to you, the right to make, have made, create derivative works, use, share and commercialise your Feedback in any way and for any purpose. You will not give Feedback that is subject to a licence that requires VoyagerNetz to license its software, technologies, or documentation to any third party because VoyagerNetz includes your Feedback in them.

## 15. Notices

- 15.1. **Notices and procedure for making claims of intellectual property infringement.** VoyagerNetz respects the intellectual property rights of third parties. If you wish to send a notice of intellectual property infringement, including claims of copyright infringement, please use our procedures for submitting Notices of Infringement. **ONLY ENQUIRIES RELEVANT TO THIS PROCEDURE WILL RECEIVE A RESPONSE.**
- 15.2. VoyagerNetz uses the processes set out in Title 17, United States Code, Section 512 to respond to notices of copyright infringement. In appropriate circumstances, VoyagerNetz may also disable or terminate accounts of users of VoyagerNetz services who may be repeat infringers.
- 15.3. **Notices and procedures regarding intellectual property concerns in advertising.** Please review our Intellectual Property Guidelines regarding intellectual property concerns on our advertising network.
- 15.4. **Copyright and trademark notices.** The Products and Services are copyright © VoyagerNetz and/or its suppliers. All rights reserved. The Terms incorporate VoyagerNetz Trademark & Brand Guidelines (as amended from time to time). VoyagerNetz and the names, logos, and icons of all VoyagerNetz products, software and services may be either unregistered or registered trademarks of the VoyagerNetz group of companies in the United States and/or other jurisdictions. A non-exhaustive list of VoyagerNetz's trademarks can be requested via our support line. The names of actual companies and products may be the trademarks of their respective owners. Any rights not expressly granted in these Terms are reserved.

- 15.5. **Notice about the H.264/AVC, MPEG-4 Visual and VC-1 Video Standards.** The software may include H.264/AVC, MPEG-4 Visual and/or VC-1 codec technology that may be licensed by MPEG LA, L.L.C. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:

THIS PRODUCT IS LICENSED UNDER THE H.264/AVC, MPEG-4 VISUAL AND THE VC-1 PATENT PORTFOLIO LICENCES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE STANDARDS ("VIDEO STANDARDS") AND/OR (B) DECODE H.264/AVC, MPEG-4 VISUAL AND VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE SUCH VIDEO. NONE OF THE LICENCES EXTEND TO ANY OTHER PRODUCT REGARDLESS OF WHETHER SUCH PRODUCT IS INCLUDED WITH THIS SOFTWARE IN A SINGLE ARTICLE. NO LICENCE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE THE MPEG LA WEBSITE (<http://www.mpegla.com>).

For clarification purposes only, this notice does not limit or inhibit the use of the software provided under these Terms for normal business uses that are personal to that business which does not include (i) redistribution of the software to third parties or (ii) creation of material with the VIDEO STANDARDS compliant technologies for distribution to third parties.

## 16. Standard Application Licence Terms

### **STANDARD APPLICATION LICENCE TERMS FOR VOYAGERNETZ PRODUCTS, SERVICES & SOFTWARE**

These licence terms are an agreement between you and the application publisher. Please read them. They apply to the software applications you download, provided, set up and/or installed from VoyagerNetz at your request and approval, including any updates or supplements for the application, unless the application comes with separate terms, in which case those terms apply.

**BY DOWNLOADING OR USING THE APPLICATION, OR ATTEMPTING TO DO ANY OF THESE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, YOU HAVE NO RIGHT TO AND MUST NOT DOWNLOAD OR USE THE APPLICATION.**

**The application publisher means the entity licensing the application to you, as identified in your VoyagerNetz account.**

**If you comply with these licence terms, you have the rights below.**

- 16.1. **INSTALLATION AND USE RIGHTS; EXPIRATION.** You may install and use the application as described in VoyagerNetz's Usage Rules. VoyagerNetz reserves the right to modify its Usage Rules without prior notice or agreement at any time.

16.2. **INTERNET-BASED SERVICES.**

16.2.1. **Consent for Internet-based or wireless services.** If the application connects to computer systems over the Internet, which may include via a wireless network, using the application operates as your consent to the transmission of standard device information (including but not limited to technical information about your device, system and application software and peripherals) for Internet-based or wireless services. If other terms are presented in connection with your use of the services accessed using the application, those terms also apply.

16.2.2. **Misuse of Internet-based services.** You may not use any Internet-based service in any way that could harm it or impair anyone else's use of it or the wireless network. You may not use the service to try to gain unauthorised access to any service, data, account, or network by any means.

- 16.3. **SCOPE OF LICENCE.** The application is licensed, not sold. This agreement only gives you some rights to use the application. If VoyagerNetz disables the ability to use the applications on your devices pursuant to your agreement with VoyagerNetz, any associated licence rights will terminate. The application publisher reserves all other rights. Unless applicable law gives you more rights despite this limitation, you may use the application

only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the application that only allow you to use it in certain ways. You may not:

16.3.1. Workaround any technical limitations in the application.

16.3.2. Reverse engineer, decompile or disassemble the application, except and only to the extent that applicable law expressly permits, despite this limitation.

16.3.3. Make more copies of the application than specified in this agreement or allowed by applicable law, despite this limitation.

16.3.4. Publish or otherwise make the application available for others to copy.

16.3.5. Rent, lease, or lend the application.

16.3.6. Transfer the application or this agreement to any third party.

16.4. **DOCUMENTATION.** If documentation is provided with the application, you may copy and use the documentation for personal reference purposes.

16.5. **TECHNOLOGY AND EXPORT RESTRICTIONS.** The application may be subject to the United States or international technology control or export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the technology used or supported by the application. These laws include restrictions on destinations, end users and end-use. Contact our Support to obtain details on VoyagerNetz branded products.

16.6. **SUPPORT SERVICES.** Contact the application publisher to determine what support services are available. VoyagerNetz, your hardware manufacturer and your wireless carrier (unless one of them is the application publisher) aren't responsible for providing support services for the application.

16.7. **ENTIRE AGREEMENT.** This agreement, any applicable privacy policy, any additional terms that accompany the application and the terms for supplements and updates are the entire licence agreement between you and application publisher for the application.

#### 16.8. **APPLICABLE LAW.**

16.8.1. **The United States and Canada.** If you acquired the application in the United States or Canada, the laws of the state or province where you live (or, if a business, where your principal place of business is located) govern the interpretation of this agreement and applies to claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims) regardless of conflict of laws principles.

16.8.2. **Outside the United States and Canada.** If you acquired the application in any other country, the laws of that country apply.

16.8.3. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement doesn't change your rights under the laws of your state or country if the laws of your state or country don't permit it to do so.

16.8.4. **DISCLAIMER OF WARRANTY.** Subject to applicable law, the application is licensed "as-is", "with all faults" and "as available". You bear all risk of using it. The application publisher, on behalf of itself, VoyagerNetz (if VoyagerNetz isn't the application publisher), wireless carriers over whose network the application is provided and each of our respective affiliates, vendors, agents, and suppliers ("Covered Parties"), gives no express warranties, guarantees, or conditions concerning the application. The entire risk as to the quality, safety, comfort, and performance of the application is with you. Should the application prove defective, you assume the entire cost of all necessary servicing or repair. You may have additional consumer rights under your local laws that this agreement can't change. To the extent permitted under your local laws, Covered Parties exclude any implied warranties or conditions, including those of merchantability, fitness for a particular purpose, safety, comfort, and non

infringement.

**16.9. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES.** To the extent not prohibited by law, if you have any basis for recovering damages, you can recover from the application publisher only direct damages as set out in section 12 above. This limitation applies to:

**16.9.1.** Anything related to the application or services made available through the application; and **16.9.2.** Claims for breach of contract, warranty, guarantee or condition; strict liability, negligence, or other torts; violation of a statute or regulation; unjust enrichment; or under any other theory; all to the extent permitted by applicable law.

It also applies even if:

16.9.3. This remedy doesn't fully compensate you for any losses; or

16.9.4. The application publisher knew or should have known about the possibility of the damages.

## Part II: Support Services Agreement

### Support Services

17 VoyagerNetz **Support** Services will be provided by a VoyagerNetz Dealership who will provide Tier 1 and Tier 2 support of VoyagerNetz Services (“Support Services”).

### Dealerships

18.1. **Dealership Agreement.** VoyagerNetz has existing and longstanding relationships with a network of authorised dealerships (hereafter referenced as parties/party). These parties are, under specific circumstances, authorised to offer Tier 1 and Tier 2 support services for some or all the Services on behalf of VoyagerNetz. The relationship with these parties are regulated by Dealership Agreements that exist between VoyagerNetz and each specific party. These Agreements allow the parties to act as third-party service providers and, VoyagerNetz does not accept any responsibility and is not liable for any actions or lack of actions of a party that is not properly authorised and/or assigned to the party in these agreements. These agreements also regulate the commission on some or all of the Services that you pay for. These agreements are considered to be strictly confidential and we or the parties are not obliged to divulge any details contained in these agreements except to the extent permitted in this agreement.

18.2. **Selection of and moving of your account from one Dealership to another.** You are free to select any of our authorised dealerships who may conclude our standard prescribed contract with you on our behalf. The dealership that you select is recorded in the Pricing Schedule of your contract. In the event of a dealership being disqualified as an authorised dealership, if a dealership closes its doors or if a Dealership Agreement is cancelled, we will transfer your account to another dealership of our choice and inform you of this change as soon as reasonably possible. By signing this agreement, you acknowledge that any such change of dealership does not constitute a cancellation, termination and/or variation of your agreement with us and agree that any such event does not constitute a breach from our side or detract from any warranties as specified in section 11 of this agreement nor does it detract from the limitation of liability in terms of section 12 of this Agreement.

### Prerequisite for Support Services

In order for VoyagerNetz and VoyagerNetz Dealerships to deliver support services you agree to the following:

19.1. **Cooperation.** You agree to provide VoyagerNetz and VoyagerNetz Dealerships with your full and timely cooperation in order to deliver Support Services.

19.2. **Compatibility.** You must have an eligible device and validly licensed VoyagerNetz software that meets the applicable minimum requirements for supportability as determined from time to time by VoyagerNetz before VoyagerNetz or a VoyagerNetz Dealership can provide the Support Services.

19.3 **Remote Access.** To provide the Support Services, VoyagerNetz or VoyagerNetz Dealerships may be required to connect remotely to your device. In cases where Support Services require remote access you agree to assist with the setup and maintenance of such a remote connection. If this is not possible then you agree to pay travelling, accommodation and consulting fees to allow a support agent to visit your site in person.

### Provision of Support Services

20.1 **Implementation Fee.** The implementation fee's purpose is to help you launch your instance of your VoyagerNetz Service and to enable your team to start using the system. This fee includes the following:

- **Deployment:** Your VoyagerNetz Services will be deployed and this includes the creation of an initial administrator account. You will be provided with training and assistance to allow you to create accounts for your entire team.
- **Configuration:** You will be given a detailed walkthrough of the configuration options available - some initial configuration will be performed for you in order to get the VoyagerNetz Services in an operational

state.

- **Assistance:** During the implementation phase you will be provided with assistance to help you get up and running with your VoyagerNetz Services. Phone support is included during the implementation phase at no additional cost.
- **Training:** Your team will be provided with virtual training and training materials to allow them to start using the system.

**20.2 Ongoing Included Support Services.** VoyagerNetz products include free assistance to help you use our products and this assistance will be provided by VoyagerNetz Dealerships. The main design of these services are to help you get the most from your VoyagerNetz Services and include things like general product usage questions and assistance in the form of **Help Desk** services, **Upgrade and Maintenance** assistance and **Emergency Services**. These support services include the following:

- **Help Desk:** These are items that come up during the duration of your usage of VoyagerNetz Services and are meant to deal with functional troubleshooting and answering of product questions. The Help Desk is not intended to replace full training, but to help you solve basic problems in everyday use. Examples of Help Desk services:
  - Troubleshooting issues.
  - Questions around functionality of specific features.
  - Assistance in taking advantage of new features.
  - Assistance in billing or altering services.
  - Questions surrounding other VoyagerNetz products.
  - Explanation of functionality and how it could be applied in your environment
  - Facilitating communication to VoyagerNetz teams.**Help desk is accessed through the following channels:**
  - Messaging like Text / WhatsApp.
  - Email
  - WebChat
  - Phone support is available at an additional cost.
- **Upgrade and Maintenance:** These are items that pertain specifically to the upgrade of your VoyagerNetz Service from one version to another. Examples of Upgrade and Maintenance services:
  - If you inform us that you wish to be notified about upgrades before these upgrades get done then this service will involve informing you about availability of upgrades and co-ordinating with you to find a suitable time for these upgrades to be done.
  - Assistance during upgrades and after upgrades.
  - Brief walkthrough of newly available functionality.
- **Emergency Services:** These are services related to disruptions as well as planned down-time to perform scheduled maintenance. Examples of Emergency Maintenance services:
  - Solving any disruptions in service.
  - Recording and addressing bugs.
  - Informing you about scheduled system maintenance.

**20.2 Additional Paid Support Services.** In addition to the above included support services you are able to add on additional paid-for consulting services paid at an hourly fee. These services are measured and paid for in hours with certain discounts available on bundled hours purchased in advance. Examples of Paid Support services:

- Training of teams (beyond the above included services). Often used with new staff hires or restructuring. Can be on-site or virtual.
- Performing work on behalf of your organization. For example if we show you **how** to do something that is free support, but if you request that we **do** something for you, that amounts to paid services.
- Any services on products that do not include Support Services.
- Anything additional needed by you and your team.
- Support outside of standard business hours.
- Traveling and accommodation.
- Upgraded phone support plans.