

Engage Small Business Package License + Support Services Agreement

Part I: License Agreement

These terms ("**Terms**") cover the use of those VoyagerNetz products, websites, and services (the "**Services**"). You accept these Terms through 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 is important to us. Please read the VoyagerNetz Privacy Statement (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 Insurance 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 Your Content or material that does not comply with local laws or regulations.

3.1.5. Don't engage in activity that is fraudulent, false, or misleading (e.g., asking for money under false pretences, impersonating someone else, manipulating the Services to increase play count, or affect rankings, ratings, or comments) or 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 believes, race and/or advocating violence against others).

3.1.8. Don't infringe upon the rights of others (e.g., unauthorised sharing of copyrighted music or other copyrighted material, resale or other distribution of Bing maps or photographs).

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 or we may close your VoyagerNetz account. We may also block delivery of a communication (like email, file sharing or instant 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 the entire Services and not attempt to do so.

3.3. **Application to Services.** Violation of the Code of Conduct through Services 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. Your account lets you sign in to products, websites and services provided by VoyagerNetz, service providers and/or partners.

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 agents. 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, unless a longer period is provided in the account activity policy or an offer for a paid portion of the Services. If you don't sign in during this time, we will assume your account is inactive and will close it for you. 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 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 your content.

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 the applicable period of notice indicated below:

4.2.2.1.1. For month-to-month subscriptions a minimum of one calendar month notice is required;

4.2.2.1.2. For quarterly subscriptions a minimum of 3 calendar month notice is required;

4.2.2.1.3. For any subscriptions longer than quarterly, a minimum of 12 calendar month notice is required;

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 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 Equipment/Data Plans.** To use many of the Services, you'll need an Internet connection and/or data/mobile plan. You might also need additional equipment, like a headset, camera, or microphone. You are responsible for providing all connections, plans and equipment needed to use the Services and for paying the fees charged by the provider(s) of your connections, plans and equipment. Those fees are in addition to any fees you pay us for the Services, and we will not reimburse you for such fees. Check with your provider(s) to determine if any such fees may apply to you.

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 or via SMS (text message). 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 stops immediately and your licence to the software related to the Services ends;

4.2.6.2. We will 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. If you have cancelled your VoyagerNetz account and have no other account able to access the Services, your Services may be cancelled immediately.

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 you are directing them to make Third-Party Apps and Services available to you.

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 tell 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, Digital Goods (defined in section 13) 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. Unless accompanied by a separate VoyagerNetz licence agreement (for example, if you are using a VoyagerNetz application that is included with and a part of one of our products, then the VoyagerNetz Software Licence Terms for the VoyagerNetz application govern such software), 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 and use one copy of the software per device on a worldwide basis for use by only one person at a time as part of your use of the Services. For certain devices, such software may be pre-installed for your personal, non-commercial use of the Services. The software or website that is part of the Services may include third-party code. Any third-party scripts or code, linked to or referenced from the software or website, are licensed to you by the third parties that own such code, not by VoyagerNetz. Notices, if any, for the third-party code are included for your information only.

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. Should you connect to the Internet via corporate or other private networks that mask your location VoyagerNetz may charge you on prevailing United States Dollars currency. 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. Please contact your bank for details.

- 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 equal to the contractual increase rate plus 2%. 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 to continue your Services. We will provide you with instructions on how you may cancel the Services. 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 we make an error on your bill, you must tell us within 7 days after the error first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the error and we won't be required to correct the error, provide a refund, or provide any credits unless otherwise required by law. If VoyagerNetz has identified a billing error, we will correct that error within 60 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. If you believe that VoyagerNetz has charged you in error, you must contact us within 7 days of such charge. No refunds will be given for any charges more than 15 days old unless otherwise required by law. You may not offset any amounts that you consider to be refundable against any future invoice or fail to pay any future invoice in lieu of an amount which you consider to be refundable. We reserve the right to issue refunds or credits at our sole discretion unless otherwise required by law. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply. You are not entitled to claim any cooling off period or any refund.
- 9.1.8. **Cancelling the Services.** You may cancel a Service at any time, with or without cause. Cancelling paid Services within the prescribed notice period (see section 4.2.2.1) stops future charges to continue the Service after the lapse of the required notice period. You should refer back to the offer describing the Services as (i) you may not receive a refund at the time of cancellation; (ii) you may be obliged to pay cancellation charges; (iii) you may be obliged to pay all charges made to your billing account for the Services before the date of cancellation; and (iv) you may lose access to and use of your account when you cancel the Services; or (v) you may receive a refund in the amount equal to the unused fees you paid for a Service calculated at the time of cancellation. Please contact a VoyagerNetz representative to obtain a refund if you are eligible for it. We will process your Data as described above in section 4. If you cancel, your access to the Services ends at the end of your current Service period or, if we bill your account periodically, at the end of the period in which you cancelled. If you have agreed to a fixed contract over a designated period of time within the Pricing Schedule, you are required to pay out that contract in full.
- 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. **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 on the prescription date of your original Service Agreement and if you have a recurring purchase. We will endeavour to notify you by email, or other reasonable manner, at least 15 days before the price change. Non-delivery of such notice does not invalidate the price change or increase. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect. If there is a fixed term and price for your Service offer, that price will remain in force for the fixed term.
- 9.1.12. **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. You agree to cooperate with us in our efforts to do this. We may also reduce the payment to you without notice to adjust it for any previous overpayment.**
- 9.1.13. **Bank Account Payment Method.** You may register an eligible bank account with your VoyagerNetz account to use it as a payment method. Eligible bank accounts include accounts held at a financial institution capable of receiving direct debit entries. Terms you agreed to when adding your bank account as a payment method in your VoyagerNetz account also apply. You represent and warrant that your registered bank account is held in your name or you are authorised to register and use this bank account as a payment method. By registering or selecting your bank account as your payment method, you authorise VoyagerNetz (or its agent) to initiate one or more debits for the total amount of your purchase or subscription charge (under the terms of your subscription service) from your bank account (and, if necessary, initiate one or more credits to your bank account to correct errors,

issue a refund or similar purpose), and you authorise the financial institution that holds your bank account to deduct such debits or accept such credits. You understand that this authorisation will remain in full force and effect until you remove your bank account information from your VoyagerNetz account. Contact customer support as outlined above in section 4.2.5 as soon as possible if you believe you have been charged in error. Laws applicable in your country may also limit your liability for any fraudulent, erroneous or unauthorised transactions from your bank account. By registering or selecting a bank account as your payment method, you acknowledge that you have read, understand, and agree to these Terms.

10. Contracting Entity, Choice of Law and Location for Resolving Disputes

10.1. Contracting Entity, Choice of Law & Location for Resolving Disputes. For your use of free and paid branded Services or other services you are contracting with, and all references to "VoyagerNetz" in these Terms mean:

10.1.1. **If you are contracting in the United States or Canada**, VoyagerNetz Delta LLC, or its predecessor(s) and/or title holder(s). Unless specified differently in this or associated agreements, the laws of the province or country where you live govern all other claims (including consumer protection, unfair competition, and tort claims).

10.1.2. **If you are contracting in North or South America outside the United States and Canada**, VoyagerNetz Delta LLC, or its predecessor(s) and/or title holder(s) through an authorised Dealership. Unless specified differently in this or associated agreements, the laws of the state or country where you are situated govern all other claims (including consumer protection, unfair competition, and tort claims).

10.1.3. **If you are contracting in South Africa**, VoyagerNetz South Africa (PTY) Ltd, or its predecessor(s) and/or title holder(s) through an authorised Dealership. Unless specified differently in this or associated agreements, the laws of the country where you are situated govern all other claims (including consumer protection, unfair competition, and tort claims).

10.1.4. **If you are contracting anywhere else in the world except for the previously specified areas**, VoyagerNetz Delta LLC, or its predecessor(s) and/or title holder(s) through an authorised Dealership. Unless specified differently in this or associated agreements, the laws of the state, province, district, or country where you are situated govern all other claims (including consumer protection, unfair competition, and tort claims).

10.1.5. For all other Services, the entity with which you are contracting, the governing law and the location to resolve disputes appear below:

10.1.5.1. **The United States or Canada.** If you live in (or, if a business, your principal place of business is in) Canada, you are contracting with VoyagerNetz. The laws of the province where you live (or, if a business, your principal place of business) govern the interpretation of these Terms, claims for their breach and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of law principles. You and we irrevocably consent to the exclusive jurisdiction and venue of the courts in Ontario for all disputes arising out of or relating to these Terms or the Services.

10.1.5.2. **North or South America outside the United States and Canada.** If you live in (or, if a business, your principal place of business is in) North or South America outside the United States and Canada, you are contracting with VoyagerNetz through an authorised Dealership. Washington State law governs the interpretation of these Terms and claims for their breach, regardless of the choice of law principles. The laws of the country to which we direct your Services govern all other claims (including consumer protection, unfair competition, and tort claims).

10.1.5.3. **Middle East, Africa, or Europe.** If you live in (or, if a business, your principal place of business is in) the Middle East, Africa or in Europe excluding the European Union (EU), Iceland, Lichtenstein, Norway, Switzerland, and the United Kingdom you are contracting with VoyagerNetz through an

authorised Dealership. If you paid to use a portion of the Services, you are contracting with VoyagerNetz. For free and paid Services, the laws of Ireland govern the interpretation of these Terms and claims for their breach, regardless of conflict of laws principles. The laws of the country to which we direct your Services govern all other claims (including consumer protection, unfair competition, and tort claims). You and we irrevocably agree to the exclusive jurisdiction and venue of the courts of Ireland for all disputes arising out of or relating to these Terms or the Services.

10.2. Master License and/or Dealership Agreement. VoyagerNetz has existing and longstanding relationships with a network of authorised master license holders and dealerships (hereafter referenced as parties/party). These parties are, under specific circumstances, authorised to resell and support some or all the Software, Products and/or Services on behalf of VoyagerNetz. The relationship with these parties are regulated by Master License and/or Dealership Agreements that exists between VoyagerNetz and each specific party. These Agreements allows the parties to act as an independent license holders and/or dealers and, unless specified differently in this or other related agreements, VoyagerNetz does not accept any responsibility and is not liable for any actions or lack of actions of a parties 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 Software, Products and/or 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.

10.3. Selection of and moving of your account from one Master License Holder and/or Dealer to another. You are free to select any of our authorised dealers who may conclude our standard prescribed contract with you on our behalf. The dealer that you select is recorded in the Pricing Schedule. In the event of a dealer being disqualified as an authorised dealer, if a dealer closes its doors or if a Dealership Agreement is cancelled, we will transfer your agreement to another dealer of our choice and inform you of this change as soon as reasonably possible. By signing this agreement, you acknowledge that any changes related to master license holders and/or dealerships 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.

Your local consumer laws may require some local laws to govern or give you the right to resolve disputes in another forum despite these Terms. If so, the choice of law and forum provisions in section 10 apply as much as your local consumer laws allow.

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 MASTER LICENSE HOLDER(S) 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's 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.

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.

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

This agreement (“Support Services Agreement”) applies to Support Services (defined below) and is entered into by and between the customer using the Support Services (“you” or “your”) and VoyagerNetz (“we,” “us” or “our”) (you and us, each, a “Party” and, collectively, the “Parties”).

This Agreement does not apply to any professional services (i.e., support that are not specified in the Pricing Schedule or consulting) offered or provided to customers (e.g., subject to a Services Agreement, or other VoyagerNetz products or services agreement).

By purchasing or using the Support Services, you accept this agreement. Your use of the Support Services, if provided on or in connection with a VoyagerNetz Customer Experience Suite product(s) and/or solution(s), is also subject to that website’s terms (e.g., Terms of Use, Privacy Statement, etc., collectively referred to as “TOU”) and any other policies on that website. The Services Agreement and TOU, if applicable, constitute the entire agreement between you and VoyagerNetz with respect to the Support Services. These Service Agreement terms control in the event of a conflict.

VoyagerNetz reserves the right at any time in its sole discretion to change the Support Services and this agreement. If changes increase the price or materially decrease the level of Support Services purchased, 30 days’ email notice will be provided. Your use of Support Services after the effective date of any change constitutes your acceptance of the changed Support Services and the agreements associated with this agreement.

ALL LIMITATIONS OF REMEDIES AND DISCLAIMERS OF WARRANTIES, CONDITIONS AND LIABILITY FORM AN ESSENTIAL BASIS OF THE PARTIES’ AGREEMENT.

SUPPORT SERVICES ARE GOVERNED BY THIS AGREEMENT AND ANY APPLICABLE TOU ONLY, AND NOT BY ANY OTHER AGREEMENT WITH VOYAGERNETZ, ASSOCIATED SERVICE PROVIDERS OR AUTHORISED DEALERSHIPS. YOU REPRESENT THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION OF RESIDENCE AND THAT YOU HAVE READ AND UNDERSTAND ALL THE PROVISIONS OF THIS AGREEMENT.

Support Services

VoyagerNetz Support Services connects you with support agents for help with a suite of VoyagerNetz support-related tasks (“Support Services”). Agents mean any staff member appointed by VoyagerNetz or its authorised Dealership. Support Services may be included as part of your validly licensed VoyagerNetz product or purchased (e.g., as a one-time pay-per incident service, or a subscription programme), but exclude any professional services (i.e., support that are not specified in the Pricing Schedule or consulting) offered or provided to customers (e.g., subject to a Services Agreement, or other products or services agreement).

- 1. Consent for Remotely Based or Data-Connected Services.** The software used with the Support Services may connect to VoyagerNetz and other service providers over a data connection (e.g., the internet or a wireless carrier). In some cases, you will not receive a separate notice when they connect. By using the Support Services, you consent to the transmission of information via the Support Services.
- 2. Misuse of Remotely Based or Data-Connected Services.** You may not use the Support Services in any way that could harm VoyagerNetz, its affiliates or any other service provider or any computer network or system or impair anyone else’s use thereof. You may not use the Support Services to try to gain unauthorized access to any service, data, account, or network by any means.
- 3. Cooperation and Supportability.** VoyagerNetz’s ability to deliver the Support Services depends upon your full and timely cooperation as well as the accuracy and completeness of any information you provide. 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 can provide the Support Services. VoyagerNetz reserves the right to cancel the Support Services and/or provide a refund due to problems with your device, your system requirements, or configuration, or for any other reason beyond our control that makes providing the Support Services impossible or impractical.
- 4. Subscription.** The Support Services may be available through a subscription program in your region. If you enrol in a subscription program for the Support Services, the subscription is valid only under your VoyagerNetz account that is associated with the subscription for the VoyagerNetz software devices. To enrol in and use your Support Services subscription, you will be asked to validate your VoyagerNetz account ID (MSA). You may not share or sell your subscription. You are responsible for any activities that occur under your subscription.
- 5. PPI Service.** Support Services may be available as a one-time pay-per-incident service (“PPI Service”) for a one-time support service on an individual device for a fixed fee.
- 6. Data Backup.** You understand that data can be inadvertently lost, corrupted, or breached, and agree that you are wholly responsible for the backup of all data, software, information, or other files stored on your device, including all disks and drives, or other associated devices (collectively, “Your Data”) before receiving the Support Services. You further understand and agree that VoyagerNetz may need to transfer Your Data, including any confidential, proprietary, and personal information stored on your device, to third-party service providers to perform the Support Services. Any transfer will be done in accordance with our Privacy Statement. To the maximum extent permitted by law, VoyagerNetz is not responsible or liable for any disclosure, loss, or corruption of Your Data.
- 7. Remote Access.** To provide the Support Services, VoyagerNetz may be required to connect remotely to your device, which allows us to access and control your device, view your device screen, install software, and change settings on your device. We may ask you to download or accept VoyagerNetz or third-party software licensing terms to establish the remote connection. You are responsible for any download charges that may apply and for paying the fees charged by your data connection provider(s) (e.g., via the internet, or Wi-Fi or wireless carrier). Those fees are in addition to any fees you pay us for the Support Services, and we will not reimburse you for them. We may run diagnostic tools on your device to determine whether it meets the minimum system requirements for us to perform certain Support Services, such as upgrades. You must agree to this step for us to provide those Support Services. If we are unable to establish a remote access connection to your device or complete any of the above steps, we may not be able to provide Support Services.

8. **Software Installations/End User License Agreements/Authority.** If the Support Service includes software installations, regardless of whether the software is provided by VoyagerNetz or a third-party software provider, you must have your software and software product keys available before installation. By providing VoyagerNetz with information, software, or applications to install or transfer on your behalf, you represent that you have the right to authorise VoyagerNetz to take such action. You understand and acknowledge that VoyagerNetz may need to accept End-User License Agreements (“EULAs”) on your behalf for such software installations and you agree to comply with any EULAs. If you request installation of software from a third-party software provider in connection with the Support Services, we will give you the opportunity to review the corresponding EULA; you assume sole responsibility if you decide not to review it. You understand and agree that VoyagerNetz does not control the terms of any third party EULAs and will not review such EULAs prior to accepting them on your behalf.
9. **Support Services Subscription Cancellation.** You may cancel your Support Services subscription by contacting a support agent. When your subscription is automatically near the end of its existing term, you must cancel the subscription at least 30 days before the billing date to avoid a charge for the next period. The billing date is the anniversary of your initial enrolment date. You may review your billing and initial enrolment dates at VoyagerNetz account. VoyagerNetz reserves the right, in its sole discretion, to terminate your subscription for Support Services without notice if your payment is not made on time, you violate this Agreement, or we determine that the subscription was used by someone else or for support on someone else’s device. We may also terminate the Support Services or your subscription if we determine that you are ineligible to receive the Support Services.

Payment, Billing, Refund

- 1. Payment and Account Information.** To purchase a PPI Service or Support Services subscriptions, you must provide a payment method and necessary information (e.g., credit card or debit or check card number required to purchase the Support Services). We are not responsible for your card issuer or bank charging you because of our processing of your credit/debit card payment or pay via an Electronic Funds Transfer (EFT) or pay via Electronic Mandate (e.g., Debit Order). If you purchase a Support Services subscription, you may have it billed to your credit/debit card or pay via an Electronic Funds Transfer (EFT) or pay via Electronic Mandate (e.g., Debit Order) monthly (if available in your region) or annually until cancelled. Support Services subscriptions are paid in advance and in accordance with the subscription term. PPI Services may require that you maintain a pre-funded PPI balance or, alternatively, you may be required to pre-pay fees related to PPI Service quotes. You agree to permit VoyagerNetz to use any updated card or account information your issuing bank or the payment network provides. You agree to keep your billing account and contact information current. Changes made to your billing account won't affect charges we submit to your billing account before we could reasonably act on those changes.
- 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 deal with your account in terms of section 9.1.2 of the Service Agreement.
- 3. Billing Information.** By providing VoyagerNetz with payment information, you (i) represent that you are authorized to use the payment method, (ii) represent that all payment information is accurate, and (iii) authorize VoyagerNetz to charge you for the Support Services using your payment method. We may bill you (a) in advance, (b) at the time of purchase, (c) shortly after purchase, or (d) on a recurring basis, for your Support Services subscription. 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.
- 4. Recurring Billing.** Your Support Services subscription will include recurring billing if it is available in your region. If you currently have a Support Services subscription, it will be upgraded to include recurring billing when that feature is made available in your region. But you may choose to 'turn off' recurring billing at any time by going to VoyagerNetz account. If your Support Services subscription includes annual recurring billing, we will inform you by email each year before your billing date. Once we have informed you that the subscription will be billed for the next period, we may charge you the then-current price for the new subscription term. We will also remind you that we will bill your chosen payment method for the subscription, whether it was on file on the billing date or provided later.
- 5. Payment History and Errors.** We will provide your payment history online on the Payment and Billing website (VoyagerNetz account). It is your responsibility to review your payment history and notify us of any errors or unauthorized charges. You must contact us within 120 days after any erroneous or unauthorised charge first appears on your bill. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss resulting from the erroneous or unauthorized charge and we won't be required to correct the error or provide a refund. If VoyagerNetz identifies a billing error, we will correct it within 90 days.
- 6. Refunds.** You may cancel your Support Services subscription by giving notice in accordance with the notice period stipulated in section 4.2.2 of your Service Agreement. Only refunds for amounts paid beyond the prescribed notice period will be eligible for a refund.

Links to Third-Party Sites

If you are presented with a link to a third-party website while receiving the Support Services (whether the link is provided by VoyagerNetz or embedded in the website on which you receive the Support Services or otherwise), you acknowledge that these links are provided for your ease of reference and convenience only, that the linked sites are not under VoyagerNetz's control and VoyagerNetz is not responsible for the contents of any link or linked site or any changes or updates to such sites, and provision of the linked sites does not constitute an endorsement of any kind of material they

contain or any association with their operators. VoyagerNetz is not responsible for webcasting or any other form of transmission received from any linked site.

Notices

When you sign up for Support Services and give your email address, you consent to VoyagerNetz providing you notifications about the Support Services or information the law requires us to provide to you via that address. Notices emailed to you will be deemed given and received when the email is sent.

No Warranty, Limitation of Remedies

- 1. NO WARRANTY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SUPPORT SERVICES ARE PROVIDED "AS IS" AND VOYAGERNETZ DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SUPPORT SERVICES, SOFTWARE, DIAGNOSTICS, OR OTHER MATERIALS OR INFORMATION WE PROVIDE. YOU BEAR THE ENTIRE RISK OF THE SUPPORT SERVICES' QUALITY AND PERFORMANCE.
- 2. LIMITATION OF REMEDIES.** If the law provides any implied warranties despite the exclusions and limitations in this Service Agreement, your remedies are limited as determined by us, in the case of Support Services, to either: ●
 - Re-performance of the Support Service(s); or
 - A refund of the price you paid (if any) for the Product and/or Support Services.
 - No refund of transaction fees shall be claimable.
 - This is your only remedy for a breach of warranty or condition, even if the remedy fails of its essential purpose. ●Unless the law mandates otherwise, we will determine the order in which these limited remedies are provided. You may have additional consumer rights under the law which this Agreement cannot change.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

- 1. IF YOU HAVE ANY BASIS FOR RECOVERING DAMAGES, YOU CAN RECOVER FROM VOYAGERNETZ AND ITS VENDORS ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE SUPPORT SERVICES (OR UP TO \$5.00 USD IF THE SUPPORT SERVICES WERE FREE); AND**
- 2. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF YOUR DATA OR LOSS OF BUSINESS, FOR ANY MATTER RELATED TO THIS SERVICE AGREEMENT, ANY SUPPORT SERVICES OR ANY OTHER MATERIALS OR INFORMATION THAT VoyagerNetz PROVIDES, EVEN IF VoyagerNetz WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY WERE FORESEEABLE.**
- 3. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION OR THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR FOR FRAUD, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT BY A PARTY OR FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**
- 4. YOU ARE RESPONSIBLE FOR YOUR USE OF THE SUPPORT SERVICES AND ARE LIABLE FOR ANY RESULTING DAMAGE THEREFROM TO THE MAXIMUM EXTENT THE LAW PERMITS.**

Contracting Party, Governing Law, and Location for Resolving Disputes

You are contracting with the relevant VoyagerNetz Entity as specified in section 10 of your Service Agreement. The laws of the state where you live govern the interpretation of this Agreement claims for breach of it, and all other claims (including consumer protection, unfair competition, and tort claims), regardless of conflict of laws principles except that the Federal

Arbitration Act governs all provisions relating to arbitration. In the absence of laws any applicable state laws, the laws of the state in which the contracting entity of VoyagerNetz is situated will apply. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in which VoyagerNetz is situated, for all disputes arising out of or relating to this Service Agreement or the Support Services that are heard in court (excluding arbitration and small claims court).

Binding Arbitration and Class Action Waiver (United States Only)

Binding Arbitration and Class Action Waiver If You Live In (or, if a Business, Your Principal Place of Business Is In) the United States. We hope we never have a dispute, but if we do, you and we agree to try for 90 days to resolve it informally. If we can't, you and we agree to binding individual arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA"), and not to sue in court in front of a judge or jury. Instead, a neutral arbitrator will decide, and the arbitrator's decision will be final except for a limited right of review under the FAA. Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

- 1. Disputes Covered - Everything Except IP.** The term "dispute" is as broad as it can be. It includes any claim or controversy between you and us concerning this Service Agreement, the Support Services, your subscription or account, their price, advertising, marketing, communications, your purchase transaction, billing, or your Data, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your, your licensors', our, or our licensors' intellectual property rights.
- 2. Send an Electronic Mail a Notice of Dispute First.** If you have a dispute and our customer service representatives can't resolve it, send an Email Notice of Dispute disputes@voyagernetz.com. Tell us your name, address, how to contact you, what the problem is, and what you want. We will send an Electronic Mail to the signatory of this agreement if we have a dispute with you. After 90 days, you or we may start an arbitration if the dispute is unresolved.
- 3. Small Claims Court Option.** Instead of sending an Electronic Mail Notice of Dispute, you may (if you meet the court's requirements) sue us in small claims court in the county in which VoyagerNetz Delta, its predecessors and/or title holders are situated.
- 4. Arbitration Procedure.** The AAA will conduct any arbitration under its Commercial Arbitration Rules (or if you are an individual and use the Support Services for personal or household use, or if the value of the dispute is \$5,000 or less whether you are an individual or a business or how you use the Support Services, its Consumer Arbitration Rules). For more information, see www.adr.org. In a dispute involving \$25,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in the county in which VoyagerNetz is situated. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually to satisfy your individual claim. Under AAA Rules, the arbitrator rules on his or her own jurisdiction, including the arbitrability of any claim. But a court has exclusive authority to enforce the prohibition on arbitration on a class-wide basis or in a representative capacity.
- 5. Arbitration Fees and Payments.**
 - **Disputes Involving \$5,000 or Less.** We will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject our last written settlement offer made before the arbitrator was appointed, your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than this last written offer, we will: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney's fees if the arbitrator makes an award in excess of our final offer; and (iii), reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration in the event that the arbitrator makes a reward in excess of our final offer.

- Disputes Involving More than \$5,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

6. **Conflict with AAA Rules.** This Service Agreement governs to the extent it conflicts with the AAA's Commercial Arbitration Rules or Consumer Arbitration Rules.
7. **Must File Within 3 months.** You and we must file in small claims court or arbitration any claim or dispute (except intellectual property disputes—see paragraph 1 above) within 3 months from when it first could be filed. Otherwise, it's permanently barred.
8. **Rejecting Future Arbitration Changes.** You may reject any change we make to the Binding Arbitration and Class Action Waiver section (except address changes) by sending us to notice within 14 days of the change by Electronic Mail to the address in paragraph 2 above. If you do, the most recent version of the section before the change you rejected will apply or we may, at our own discretion, elect to give you notice of the cancellation of your services.
9. **Severability.** If any part of the Binding Arbitration and Class Action Waiver section is found to be illegal or unenforceable, the remainder will remain in effect (with an arbitration award issued before any court proceeding begins), except that if a finding of partial illegality or unenforceability would allow class-wide or representative arbitration, the Binding Arbitration and Class Action Waiver section will be unenforceable in its entirety.