

Terms & Conditions

Ringstar FZE-LLC a Sharjah Publishing City Free Zone company of which the address

is P.O..Box 73111 Sharjah – UAE, represented by Manager, Aleksandr Libatorov, hereinafter referred as “Ringstar”, and

Company name:

Legal Entity Name:

Business Address:

hereinafter referred as “the customer”,

Hereinafter individually referred to as the “Party” and collectively referred to as the “Parties”.
The parties agree as follow:

AGREEMENT

Definitions

In this Agreement, except to the extent expressly provided otherwise:

“Agreement” means this agreement and any amendments to this Agreement from time to time;

“Customer Data” means any data that is processed by Ringstar on behalf of the Customer under or in relation to this Agreement;

“Customer Materials” is defined in clause 11.2;

“Data Protection Laws” means all applicable laws relating to the processing of Personal Data including, where relevant and in force and applicable to Customer Data;

“Effective Date” means the date of execution of this Agreement by both parties;

“Personal Data” means any information which identifies a person;

“Services” means the services provided by Ringstar to the Customer under this Agreement as defined in clause 2.1;

“Term” means the term of this Agreement, commencing in accordance with clause 5.1 and ending in accordance with clause 5.2;

“Price List” means any price mentioned in this Agreement or Ringstar website www.ringstar.io

Ringstar Obligations

2.1. For the Term, Ringstar shall, in accordance with all terms and conditions of this

Agreement provide to Customer the following services ("Services"):

access and use of the Ringstar's internet-accessible services; and maintenance and support services.

2.2. Ringstar shall perform the Services:

in accordance with this Agreement; and ensuring at all times it obtains, maintains and complies with all consents, permissions, licences or authorisations required by applicable laws to provide the Services under this Agreement and ensure that the Services comply with all applicable laws;

Software license

3.1. During the Term, the Customer will receive a non-exclusive, non-assignable, royalty free, worldwide right to access and use Ringstar solely for obtain the benefit of the Services subject to the terms of this Agreement.

3.2. The Customer acknowledges that this Agreement is a services agreement and Ringstar will not be delivering copies of Ringstar to the Customer as part of the Services.

Customer obligations

4.1. For the Term, the Customer agrees to:

comply with the policies and reasonable written instructions of Ringstar; be responsible for (i) all use of the Services registered under its account; and (ii) the accuracy, quality, integrity and legality of all Customer Data;

use commercially reasonable efforts to (i) prevent unauthorized access to or use of the Services by third parties; and (ii) configure its systems in a way to reasonably prevent unauthorized users from accessing the Services;

Notify Ringstar within a reasonable time of any unauthorized access to or use of the Services in breach hereof, (and Customer hereby permits Ringstar to deactivate such compromised accounts or users). Where reasonably necessary, Ringstar may log into user accounts to debug the Services.

4.2. Customer shall not, and shall not permit anyone to: (i) copy or republish the Services or Ringstar; (ii) make the Services available to any person other than authorized users, (iii) modify or create derivative works based upon the Services, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in Ringstar; (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of Ringstar used to provide the Services, except and only to the extent such activity is expressly permitted by applicable law, or (vii) access the Services in order to build a similar product or competitive

product. Subject to the limited licenses granted herein, Ringstar shall own all right, title and interest in and to Ringstar, the Services, and other deliverables provided under this

Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to Ringstar.

Term and Termination

5.1. This Agreement shall become effective as of the Effective Date and shall continue for twelve (12) months thereafter (“Initial Term”).

5.2. Following expiration of the Initial Term, this Agreement will be automatically renewed for additional consecutive terms of twelve (12) months (each, a “Renewal Term”), unless a Party gives written notice of termination to the other Party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term.

5.3. Both Parties shall have the right to terminate this Agreement at any time for any or no reason by giving thirty (30) days’ prior written notice to the other Party.

5.4. Either Party may terminate this Agreement at any time, effective immediately upon written notice to the other Party if that other Party has materially breached this Agreement, provided that prior to terminating this Agreement the terminating Party shall provide written notice of such material breach and thirty (30) days’ opportunity for the breaching Party to cure such breach.

Effect of termination

6.1. From and following the date of termination of this Agreement, each Party’s rights and obligations under this Agreement shall terminate other than the Customer’s obligation to pay the fees accrued prior to the termination of this Agreement immediately. Subject to the terms of this Agreement, the Customer acknowledges it is not entitled to receive a refund of any paid amounts up to the date of termination and over the 30 day notice period.

6.2. From and following the date of termination of this Agreement: (a) the accrued rights and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, will not be affected; (b) to the extent relevant, Ringstar will provide reasonable termination assistance to the Customer, as reasonably requested by the Customer, including completing all checks submitted prior to termination in accordance with the terms of this Agreement; and (c) unless otherwise requested, Ringstar will retain the Customer Data for a period of at least 30 days following

the effective date of termination to enable the orderly download of such Customer Data by the Customer, and will provide all reasonable assistance to the Customer in making available, deleting or destroying, at the Customer's request, the Customer Data.

Upon termination of this Agreement all rights and obligations granted therein will immediately terminate except that any accrued rights and the following sections will survive: 5, 6, 7, 8, 9, 10, 11, 13, 16, and 18.

Prices and payment conditions

7.1. All sums payable under this Agreement are exclusive of VAT or any relevant local sales taxes, for which the Customer shall be responsible.

7.2. Any payments due hereunder shall be grossed-up for any non-refundable withholding tax imposed on the Customer by a governmental entity.

7.3. In case of sudden market changes in the telecom or any other cost, Ringstar reserves the right to modify its standard Price List accordingly. Ringstar will make reasonable endeavours to keep the Customer informed of updates to its Price List.

7.4. Ringstar will have the right to update its standard Price List from time to time and inform in writing the Customer not less than 30 days prior to such change. Such written notice may be provided by Ringstar using email or any other reasonable means of written communication.

7.5. Ringstar will invoice for all amounts due hereunder as described in Price List on Ringstar website page <https://ringstar.io/plans/> The Customer agrees to pay said invoices according to the terms. If the Customer breaches this Agreement (including by not paying any due invoices by the due date), Ringstar may suspend the Customer's access to the Services until such breach is remedied.

Data protection

8.1. Ringstar will process the Customer Data in accordance with its Privacy Policy.

8.2. The Customer warrants and undertakes that it has, at all times, all necessary consents as required by Data Protection Law, in order to provide the Customer Data to Ringstar including in relation to international transfer under clause 8.4 if required by law.

8.3. Ringstar warrants and undertakes that all employees of Ringstar will comply with Data Protection Laws.

8.4. Ringstar shall comply with the reasonable written instructions of the Customer in relation to enquiries received from data subjects or third parties in relation to the Customer Data.

Warranties

9.1. Ringstar warrants that:

9.1.1. it will provide and allocate sufficient, experienced and qualified resources to provide the Services in accordance with the terms of this Agreement;

9.1.2. it will notify the Customer immediately if it becomes aware of any event that is likely to have an adverse impact on the Services; and

9.1.3. the provision of the Services will not infringe the intellectual property rights of any third party. The Customer acknowledges and agrees that for any breach of this warranty, its exclusive remedy shall be as provided in clause 5.4 (Termination for Cause) and clause 6 (Effect of Termination).

9.2. During the Term and after termination of this Agreement for any reason whatsoever, the Customer expressly undertakes not to do anything that might reasonably be expected to damage the business, interests or reputation of Ringstar and will not make or publish any disparaging remarks concerning Ringstar, its representatives, or the Services. The Customer warrants that it will use the Service in accordance with the permissible usage of service policies and the policies mentioned throughout this Agreement. It also warrants that it will not use the Service to do anything unlawful.

9.3. Ringstar takes no responsibility and shall have no liability, for any incorrect or inaccurate

content posted related to the Ringstar websites whether stated by Ringstar, any user, partner or other person.

9.4. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this agreement and to perform their obligations hereunder, and that the person whose signature appears below is duly authorized to enter into this agreement on behalf of the party.

Indemnification

10.1. By agreeing to this Agreement, the Customer agrees to indemnify, defend and hold harmless Ringstar, its employees, suppliers and affiliates from and against any losses, damages,

finances and expenses, arising out of or relating to any claims that the Customer has used the Service in violation of any law, provisions of the terms or any other claim related to its use of Services, except where such use is authorized by Ringstar.

10.2. Ringstar agrees to defend, hold harmless and indemnify Customer and its affiliates from and against any claims, liabilities, suits, judgments, litigation costs, causes of action, demands, recoveries, losses, damages (actual and consequential), fines, penalties, and attorneys' fees or other costs or expenses of any kind or nature arising from a claim by any third party that the

Services infringe its intellectual property rights.

Intellectual Property

11.1. As between the Parties, Ringstar retains all right, title and interest in all its trademarks, service marks, logos and domain names and patents, copyrights, trade secrets, and other intellectual property rights) in and to all Services (excluding all Customer Data), and any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing.

11.2. Any non-Ringstar materials provided by or on behalf of the Customer to Ringstar for use by Ringstar in the course of providing the Services under this Agreement ("Customer Materials")

will be used by Ringstar solely to perform the Services under this Agreement. Customer retains all ownership rights to the Customer Materials.

Customer content

12.1. The Customer is solely responsible for collecting, inputting and updating all Customer

Materials and for ensuring that the Customer Materials do not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. The Customer shall: (i) notify Ringstar immediately of any unauthorized use of any password or user id or any other known or suspected breach of security, (ii) report to Ringstar immediately and use reasonable efforts to stop any unauthorized use of the Services that is known or suspected by the Customer or any authorized user, and (iii) not provide false identity information to gain access to or use the Services.

12.2. Subject to the terms and conditions of this Agreement, the Customer shall grant to

Ringstar a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Materials solely as necessary to provide the Services to the Customer.

Confidential Information

13.1. Each of the Parties guarantees that all information which is “Confidential Information”

received from the other Party before, during and after the conclusion of the Agreement shall

remain confidential. Information shall, in any event, be considered to be Confidential Information if relates to pricing, discounts, if designated as confidential by either of the Parties or if it is otherwise of a confidential nature. Confidential Information will not be considered to be of a confidential nature if it had already been disclosed to the public at the time it was revealed to the relevant Party.

13.2. The Parties shall keep confidential all business secrets and data security measures they gain knowledge of in the context of the contractual relationship. Business secrets are all (but not limited to) business-related facts, circumstances, and activities that are not generally accessible, but only accessible to a limited group of persons unless Ringstar has no legitimate interest of non-proliferation. Data security measures are all measures taken to preserve the privacy, integrity, and availability of Personal Data according to the Data Protection Law. This obligation

of secrecy remains effective after the termination of this Agreement.

13.3. Either Party may disclose Confidential Information to its employees, officers, directors,

attorneys, auditors, financial advisors and other representatives who have a need to know and are legally bound to keep such information confidential by confidentiality obligations at least as stringent as those herein; or as required by law, in which case the Party disclosing the other’s information to any third party will (if permitted by law and to the extent practicable) (a) provide the other with (i) prior written notification thereof and (ii) the opportunity to contest such disclosure; and (b) use reasonable efforts to minimize such disclosure.

Service changes

14.1. Ringstar may modify or republish the Services and reserves the right to discontinue

individual features within the Services from time to time (“Change”) and will provide 30 days

written notice of such Change to the Customer in accordance with this Agreement. To the extent such Change result in a material reduction of overall functionality of the Services, then, in Ringstar’s sole discretion: (a) Ringstar must keep available and continue to support an earlier version of the Services which does not result in a material reduction of overall functionality of the Services; or (b) the Customer may terminate the Agreement immediately and Ringstar will refund the Customer a pro-rata portion of all prepaid fees associated with the discontinued Services.

Restrictions on use

15.1. The Customer agrees not to use the Services or any Ringstar website:

15.1.1. for illegal purposes and/or activities, or to promote illegal activities;

15.1.2. to harass, abuse, harm or discriminate others;

15.1.3. for transmission of “spam”, “junk mail”, “chain letters”, “phishing” or for unsolicited mass distribution of calls, email, SMS or other text messages; or

15.1.4. in a way that is in breach of any law.

15.2. The Customer is solely responsible for the activities it uses the Services for, and the

content it uploads or creates in the Service. Ringstar monitors the Services from time to time, but is not liable for the conduct of any user of the Service.

15.3. If Ringstar has reason to believe that the Customer is using the Services for illegal or

unauthorized action, Ringstar may suspend or terminate the Customer’s access to its account and prevent the Customer from using the Services now or in the future.

Liability

16.1. Subject to clause 16.2, Ringstar’s entire liability to the Customer under this Agreement for any and all claims for damages of any kind made by the other Customer under this Agreement shall not exceed the fees paid by the Customer in any calendar year during the Term. By entering into this Agreement, each Party recognizes the limitations herein on Ringstar’s liability.

The parties agree that this limit does not apply where a third Party claims that Ringstar has infringed its intellectual property rights.

16.2. Under no circumstances will Ringstar be liable for any losses that include, without

limitation, any special, indirect, incidental, statutory, punitive or consequential losses or damages as well as any losses or damages caused by interruption of operations.

General

17.1. Either Party can assign this Agreement to an entity controlling, controlled by, or under common control with, that Party (each being an “Affiliate”). Assignments to non-Affiliate entities shall be subject to the other Party’s written consent, such consent not to be unreasonably withheld.

17.2. Neither Party’s failure to enforce the other Party’s strict performance of any provision of this Agreement will constitute a waiver of the first Party’s right to subsequently enforce such provision or any other provision of this Agreement.

17.3. The Parties are independent contracting parties. Nothing in this Agreement will be

construed to create a partnership, joint venture, personnel leasing or agency relationship between the Parties.

17.4. Neither Party shall for the duration of this Agreement and for one year after termination thereof hires, employ or solicit any employee of the other Party, or have such employee work for such Party either directly or indirectly.

17.5. A Party shall not be obliged to perform any of its obligations herein if it is prevented from doing so by a situation of force majeure. "Force majeure" events shall include events beyond the reasonable control of the Parties, including acts of God, acts of government, acts of nature, strikes or riots, pandemic, epidemic (including any event that occurs directly or indirectly as a result of the COVID-19 pandemic) or act of war but does not include any event which the Party affected could have avoided or overcome by exercising a standard of reasonable care at a reasonable cost; or any event due to a lack of funds for any reason or any inability to pay any fees. If a situation of force majeure lasts for more than thirty (30) days, either Party may terminate this agreement upon written notice to the other Party.

17.6. This Agreement represents the entire agreement among the Parties regarding the subject matter hereof and the Parties' respective obligations and commitments herein. No other documents or oral or written agreements among the Parties reflect in any way on the agreements laid out in this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17.7. All notices relating to this Agreement shall be in writing and sent via email.

17.8. This Agreement and each Individual Agreement, and all matters arising from or in connection therewith, are governed by and shall be construed in accordance with the laws of Sharjah, United Arab Emirates, which will have exclusive jurisdiction.

17.9. Ringstar may communicate with the Customer through emails, newsletters and service announcements. The Customer can unsubscribe from Ringstar newsletter but it will not be able to opt-out from receiving service announcements and administrative messages.

17.10. Ringstar is a trademark of Ringstar FZE-LLC. You agree not to display or use, in any manner, Ringstar trademark without our prior permission.