



## Standard Agreement for Voice over Internet Protocol (VoIP)

These terms and conditions apply to the Freecall Internet VoIP service (the "Service") powered by Compu-Technic Digital Development Ltd. Please read this agreement (the "Agreement") by using the service you agree to these terms and conditions. In this agreement, "We" or "Us" related to Freecall VoIP provider or their agents and "You" or "Customer" relates to the person, person(s) or organization receiving the Service. Also, acknowledge that these terms and conditions may vary from time to time. Notification will be provided in this case, unless variations were made due to a change in law or regulation.

### 1. Unlimited Freecall Service:

Freecall is providing an unique service based on the latest VoIP technology. It offer you a fresh and free feeling when talking through Freecall network that you will no longer worry about how much expending on each call. We never bill users monthly. What you need a membership subscription for a full yearly plan or a specified term before getting service. Then, you will talk as long as you like without a number of calling restriction. You acknowledge that although we will take all reasonable steps to make sure you receive the voice service, but the voice service might not work properly from faults or interruptions randomly. Certain factors, such as network congestion, maintenance, technical capabilities, geographic factors, obstructions or interference may mean you will not receive the voice service at certain times. We suggest you to retry or later. Once you join the service, you can talk to your friends or make business deals without painful on a monthly bill under freecall service terms within a year long period.

### 2. Emergency calls:

To call Emergency like 911 or similar in your local area, Freecall does NOT supported for such service:

You acknowledge and understand that the VoIP service does not support most of Emergency calls. In an Emergency use a standard phone service or a mobile phone to call 911 or similar in your area.

### 3. Loss of Service Due to Internet Service Outage or Termination or Suspension of your ISP or Poor Connection of internet or Technical issue on Freecall Server:

You acknowledge and understand that the Service does not function in the event of power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may not be provided by Freecall) and that, accordingly, in the event of an outage of, or termination of service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to get the Service after network problem will be fixed shortly. Customer will not claim for a money back under such case under this Agreement. In case there might be an interruption in the server hosting or ISP broadband outage, the Service will not function until hosting service is restored or the ISP outage has been rectified. If a failure or disruption may longer than half month continually, We will extend Customer's contract with same period to compensate the Freecall not in service. For some cases, customer has an outstanding payment for the Service. Should Freecall suspend or terminate your Service, the Service will not function until such time as Freecall restores your Service (which may require payment of all invoices and reconnection fees owed by you or cure of any breach by you of this Agreement).

### 4. Other Service Outages:

Freecall service will only offer voice delivery to your desired destination within the service zones. We do not support video call. The video call function in the app will be reserved for an upgrade function future.

### 5. Laws:

When you are an distributor or reseller involve Freecall service, you will ensure that you and others must comply at all times with all laws and obligations, regulations, codes or determinations or any other requirements of any government or statutory authority; including license conditions; applicable to the services and their use. Failure to comply with any license, permit or authorization relating to the connection of equipment to the authority regulation or illegally use of the services may result in immediate termination under this the agreement. In addition, you must not transmit, distribute or otherwise publish on the Service any defamatory, abusive material or material that could give rise to civil or criminal proceedings. If this occurs, we will not be held liable for any charges incurred by these proceedings. Service will be stopped without further notice and there will be no refund or compensation.

### 6. Copyright:

The contents of the Service, including, but not limited to text, photographs, graphics, video and audio content (the "Content") is protected by copyright as a collective work or compilation under the copyright laws of Hong Kong and other countries, and owned or controlled by Compu-Technic, their affiliates or the party credited as the provider of the Content. All individual articles, content and other elements comprising the Content are also copyrighted works. You must abide by all additional copyright notices or restrictions contained in the Service. You may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works, transmit, or in any way exploit any part of the Service. Without limiting the generality of the foregoing, the Freecall service may not be resold or otherwise resupplied by any account holder to any other person or entity without Compu-Technic Digital Development's prior written consent.



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### 7. Fees and charges:

Fees and charges applicable to your service will commence from the date of connection to Freecall. Membership fees and charges will be US\$ and informed through email or IM tool like Whatsapp ; Skype; WeChat ect. We will accept payment through the Western Union; MoneyGram; WeChatPay; AliPay; PayPal. If you cancel your subscription without making successful call, Freecall will charge a ten US dollar account setup fee. Your refund will be sent to your PayPal or by Western Union. 3<sup>rd</sup> party service fee for a refund will be on the receiver.

### 8. Authorized Payments:

If you have authorized payments by ATM card, debit authority or other similar methods, then payments shall be drawn against your authority when due without further notice to you unless you terminate the payment method by 14 days written notice to Freecall . Disconnection to the Service will occur in the event that your authorized payment method is refused.

### 9. Terms:

A. Your term begins when you are first connected to Freecall server successfully and continues for the period of your plan until to plan end. Should your details changed , you must notify us immediately. Due to your plan is a yearly unlimited service plan, we do not offer any plan termination policy if you have ever registered on Freecall server and could be proofed you could make successful calls by showing on your call log. But you will be accepted to change for other service zone that your subscription fee will cover it. You will be advised of the technical support if you inform Freecall what problem you have. Freecall will provide 24/7 online customer support and resolve all connection problem for you. The Freecall service require each subscriber to obtain a good internet connection before you expect to have a crystal sound quality.

B. Customer agrees that any calls from the Freecall number supplied to the Customer are deemed to be authorized by the Customer and the Customer will no need to pay a call charges accordingly within a valid plan period. International, national and mobile timed calls are not charged. If the value of your account in any calendar month is less than the selected plan then a flat charge of the plan value will apply for that month's account.

### 10. Call Records:

Freecall never records customer's conversation as an evidence for any purpose from any party. All callings are digitalized in real time and encrypted. Freecall allows customers to connect without a risk to be monitored by any party. Freecall always refused any enquiry against call log record on any Freecall user.

### 11. Passwords:

All Customers are assigned a Freecall number and password. The Customer should keep confidential all passwords the Customer is given in connection with the service. The Customer acknowledges that Freecall will disclose any information in connection with the customers accounts to any person who quotes correctly the Customer's Account No plus password.

### 12. Service Account numbers:

A. Freecall numbers are used for identification purposes and logon the server. It is also used for voice communication between each member in the global directly. You will own your Freecall number even it will be expired after plan end, you will still use the same after renewal. You can not request a customer assigned number usually except you are a VIP member.

B. Local Phone Numbers used by you are not portable to VoIP Freecall service. That is you cannot "take them with you" when your Traditional Landline Service is terminated. This is because the user does NOT own the Local Phone Number which he or she picked or specified. Freecall does provide a second Local Phone Numbers that customers are actually to use what the telecom industry call Direct In Dial (DID) number. Freecall DID's are not portable between carriers in the same way. Upon termination of your traditional landline service, you can join Freecall DID as an add-on service. A second new Local Phone Numbers will be provided. Then, your new Local Phone Numbers take over all incoming calls to forward to your Freecall number at all times. You will view caller's number as well as usual. Freecall may switch the forwarding to your desired Freecall account after getting your advice. This link is internal through the Freecall network.

### 13. Account Sharing:

Freecall does not allow an account to be configured on more than one device or shared with other people or binding on an IPBX system. We request one account is for one user on one device with one IP registered on Freecall server. A sharing with other people will be defined a serious illegal event which will cause your service will be blocked. If there are 3 times of illegal usage to be detected by Freecall system, the account with illegal event record will be locked up. There will be a



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penalty US\$10 to be required plus 7 days suspension for resume a service. Freecall will not accept further more violations on such illegal event after issued warning.

### 14. Breach:

A. If, in Freecall's opinion, you breach any of terms and conditions of this Agreement, we may suspend, terminate or limit your access to the Service and terminate this Agreement effective immediately. The termination of the Service shall not preclude Freecall from exercising any other rights that Freecall may has against you under this Agreement.

B. These terms plus the terms of the chosen Service(s) constitute the entire Agreement between the Customer and Freecall in relation to Service(s). Any condition, warranty, representation or other term which might otherwise be implied into or incorporated into these terms and conditions, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded. Neither party shall have any remedy in respect of any untrue statement made to it upon which it relied in entering into this Agreement (unless such untrue statement was made fraudulently) and each party's only remedy shall be for breach of contract as provided in this Agreement.

### 15. Termination fees:

Termination of service on accounts under contract will not be accepted if Freecall can be proofed to provide a workable service. If you complain for any call not going through as an evidence in order to terminate the contract, we will trace your call log for investigation after received your opened ticket. Freecall will only refund your full amount if we will proof all your calls were not going through since you subscribed for the service and your dialing method and internet network were no problem. In case you will not satisfy for the existing route connection quality, you have a right to request Freecall to exchange or reset a route for free until a problem to be removed.

16. These terms and conditions are governed by the laws and regulations of Hong Kong.

### 17. Disclaimer of Warranties:

The service is available "as is". We do not warrant that the service will be uninterrupted or error- free. There may be delays, omissions, interruptions, loss of data and inaccuracies in the service, information provided by the route provider or other materials on hardware through the service. But we always remain Freecall server in servicing 24/7 even non-stop to run in a full year. Our multi-servers in the world are supporting to fulfill this promise.

### 18. Limitations of Liability:

Freecall and their respective officers, directors, shareholders, employees, representatives, parents, subsidiaries, affiliates, agents, or licensor's are not liable for losses or damages of any kind whether direct, indirect, incidental, consequential, special, punitive or exemplary, and whether tangible or intangible in nature including lost revenues or profits, loss of business or loss of data, in any way related to the service or for any claim, loss or injury based on errors, omissions, interruptions or other inaccuracies in the service (including without limitation as a result of breach of any warranty or other term of this agreement) even if such damages, claims, losses or injuries were foreseen or foreseeable. To the extent that liability is not legally capable of being excluded, any claim against us arising out of contract, tort or otherwise shall be strictly limited to the amount you paid, if any, for use of the service.

### 19. Indemnification:

You acknowledge and understand that Freecall liability is limited for any Service outage in a short time during internet fluctuation. As set three pages in this document. You agree to defend, indemnify, and hold harmless Freecall, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party or user of Customer's Service relating to the absence, failure or outage of the Service, including a general dialing and/or inability of Customer or any third person or party or user of Customer's Service to be able to access emergency service personnel.