

The following General Terms and Conditions ("**GTC**") and Special Terms and Conditions ("**STC**") effective as of February 1, 2025, apply to all services ("**Services**") provided by retarus (North America) Inc. ("**Retarus**"), and form, together with proposals, price schedules, Service descriptions and other technical documentation (e.g. in the *Retarus Product Documentation Center* (<https://docs.retarus.com/>), policies and other supplemental documents provided or referenced by Retarus in the contractual documents, the agreement ("**Agreement**") between Retarus and the Customer (each a "Party" and together the "Parties"), unless agreed upon otherwise in writing in individual cases. By using the Services, Customer confirms acceptance of and agrees to be bound by the terms of the Agreement.

A. General Terms and Conditions of Retarus

I. Validity and Amendment of the GTC and STC, Order of Precedence

1. Customer's general or purchase terms and conditions ("**Customer GTC**") shall be excluded unless Retarus has expressly confirmed acceptance in a written and signed document, even if Retarus performs Services without reservation in full knowledge of conflicting Customer GTC.
2. Retarus may modify these GTC/STC at any time during the term with 6 weeks prior written notice. Amendments become effective if Customer does not object in writing within 6 weeks after receipt. In case of such objection, Retarus may terminate the affected Agreement within 2 weeks of receipt of the objection, taking into account an appropriate expiry period (max. 3 months).
3. The following order in descending priority shall apply to documents forming the Agreement: (i) proposal, (ii) further contract documents such as SLA, NDA, etc., (iii) STC, (iv) GTC, (v) Service description.

II. Scope and subject of the Services

1. Retarus reserves the right to modify Services during the term of an Agreement, provided that the Service requirements described in the Agreement are substantially met, and where acceptance of such change by the Customer can be reasonably expected ("**Insignificant Changes**"). This applies in particular to (i) outdated or unusual technical systems, (ii) design of user interfaces / message formatting (form, color, dimensions), and/or (iii) Customer system requirements. Insignificant Changes will be announced by providing an updated Service description. The Service descriptions contain optional components; the scope as implemented under the Agreement is decisive.
2. The term specified in the Agreement shall commence with the initial Service provision by Retarus. The initial Service provision will be notified to Customer in writing ("**Provision Notification**"), following which Customer's payment obligation for all implemented Services shall accrue in accordance with the terms of the Agreement. For multiple Services, the Provision Notification for the last implemented Service shall mark the commencement of the term for all Services provided under the corresponding Agreement.
3. Unless expressly agreed otherwise, Retarus reserves the rights to all work results created in connection with the provision of Services. All intellectual property rights in and relating to the Services shall remain the exclusive property of and vested in Retarus. If and to the extent the granting of any rights is required for the use of the agreed Services, Retarus shall grant to Customer a non-exclusive, non-sublicensable right of use, limited to the term of the respective Agreement.

III. Performance Deadlines and Delay

1. Deadlines and dates ("**Service Dates**") are non-binding target and indicative Service Dates, unless expressly agreed otherwise in the Agreement. For such binding Service Dates, Retarus shall be in default only if the Service is due and Retarus is solely responsible for the delay in accordance with these GTC.
2. Retarus' compliance with binding Service Dates requires the timely fulfillment of Customer's obligations (in particular the cooperation duties pursuant to Secs. A.IV, B.III and payment obligations); otherwise, binding Service Dates shall be postponed accordingly, notwithstanding Retarus' right to assert further objections and pleas.
3. If non-compliance with Service Dates is due to a Force Majeure Event, such Service Dates shall be postponed accordingly for the duration of such event. A "Force Majeure Event" is an unforeseeable event that is beyond the reasonable control of a Party and the effects of which could not reasonably be avoided by such Party, including, without limitation: fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, pandemics, public power outages, interruptions of transportation or communications occurring outside the Retarus System, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment, material or services required for such Party to perform its obligations hereunder.

IV. Customer cooperation

1. To the extent required for the performance of the Services, the Customer shall provide the necessary cooperation, in particular:
 - (i) Providing or collecting information and data (such as content, control and address data) in the agreed or appropriate format,
 - (ii) Enabling access to Customer systems if necessary; and
 - (iii) Supporting Retarus if any permits required for the Services need to be obtained and/or notifications need to be submitted (e.g. to regulatory authorities).

Retarus may reasonably request information on the aforementioned measures at any time.

2. The Customer shall be responsible for the procurement and operation of software, technical equipment and facilities required for the use of the contractual Services at its own expense. For the avoidance of doubt, software / licenses ("SW") are not part of Retarus' standard offering; if and to the extent Retarus provides any SW to Customer in exceptional cases, such SW will be provided as a courtesy only and shall not be considered part of the Services. All use will be at Customer's sole discretion and risk and Retarus disclaims any and all responsibility and liability of any kind for such SW.
3. The Customer shall appoint a contact person authorized to make decisions to the extent required. If necessary, Retarus shall arrange all necessary details and schedules with this contact person.
4. Retarus shall not be liable for delays resulting from delayed performance of Customer's aforementioned cooperation duties. Thus delayed Service Dates shall be postponed accordingly for the duration of the delay. Retarus shall be entitled to charge any additional costs and expenses incurred in accordance with Sec. X.5 of the GTC.

V. Prices and Terms of Payment

1. Retarus will issue invoices in USD (\$) via email according to the Agreement for applicable one-time fees, recurring monthly fees and usage-based fees for Services, and Customer will submit payment via ACH within thirty (30) days of invoice date. Unpaid undisputed invoices shall bear interest at a rate of 1.5 % per month or the highest interest rate permitted by law, whichever is lower. Customer will pay, and Retarus reserves the right to collect in arrears, without limitation, all applicable value added, consumption, sales, use, gross receipts, foreign withholding (which will be grossed up), excise, access, bypass, franchise or other taxes (other than taxes based on Retarus' net income), fees, duties, charges or surcharges (including without limitation any and all regulatory, federal or state Universal Service Fund charges, payable indirectly to the US government through carrier charges), or other charges of any nature whatsoever, now or hereafter imposed or assessed by a governmental or regulatory body, or incident to the provision, sale or use of the Services. If Customer claims exemption from charges, Customer must provide Retarus with a current, valid exemption certificate from the applicable regulatory authority. If the initial Service provision is delayed for reasons outside Retarus' responsibility, the first invoice shall be issued no later than 2 months following conclusion of the respective Agreement.
2. Following the first twelve (12) months of the initial term of an Agreement, Retarus reserves the right to adjust prices annually in accordance with the development of the employment cost index (ECI) pursuant to the Bureau of Labor Statistics. Increases shall be limited to a maximum of 7.5% annually. In addition, Retarus may, for just cause, adjust prices irrespective of said indices with Customer's consent, e.g. in the event of a sharp increase in cost prices. Retarus will notify Customer of price adjustments at least 30 days before the effective date, stating the index or cost price development. If Customer objects in writing no later than 4 weeks from receipt, Retarus reserves the right to terminate the relevant Agreement within 4 weeks from receipt of the objection, subject to a reasonable phase-out period (max. 3 months).
3. If the Customer is in default with an undisputed (partial) payment, Retarus reserves the right, upon reasonable prior notice, (i) to provide further Services only against advance payment or appropriate collateral, (ii) to refuse other Services even unrelated to the default, and/or (iii) to declare all outstanding invoices due and payable immediately. The assertion of further claims remains reserved.
4. Objections to invoices shall be made in writing promptly upon receipt by Customer. In the absence of a written objection, Retarus invoices shall be deemed accepted 8 weeks following the invoice date.
5. No offset, deduction or counterclaim of any kind is permitted against Customer's obligation to pay for the Services.

VI. Subcontracting

1. Unless agreed otherwise, Retarus may subcontract Retarus' Affiliates (an "Affiliate" means a company controlled by, controlling or under common control with a Party, whereby "control" means a majority of an ownership or voting interest) and/or other subcontractors with the provision of Services. Corresponding subcontractors shall substantially meet the confidentiality, data protection and data security requirements of the Agreement.
2. Third-party suppliers outside the direct control of Retarus, such as internet/housing service providers, anti-virus pattern manufacturers, SMS aggregators and carriers used for the provision of Services are not considered subcontractors.

VII. Warranties, Indemnification and Limits of Liability

1. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND RETARUS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE SERVICES PROVIDED UNDER ANY AGREEMENT OR AS TO THE USE OF SUCH SERVICES IN CONJUNCTION WITH EQUIPMENT, PROGRAMS OR OTHER MATERIALS. IN ADDITION, RETARUS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.
2. Retarus will defend Customer against third-party claims, that the Services provided by Retarus infringe any third-party patent, copyright, or trademark in the United States or in other countries in which the Services are provided ("Infringement Claim") and agrees to indemnify Customer for damages finally awarded as a result of such Infringement Claim. Notwithstanding the foregoing, however, Retarus will have no responsibility for Infringement Claims arising from (i) use of the Services with third-party products or services where the third-party products or services are not intended to be used with the Services and are the cause of the infringement where absent such use with the third-party products or services the Services would not otherwise have been infringing; (ii) any modification of the Services not authorized by Retarus in writing, or (iii) any Prohibited Use.
3. If an injunction, decree or judgment is, or in Retarus' sole discretion is likely to be entered, providing that Customer may not use the Services as contemplated in the Agreement, Retarus may, at its sole option and expense, either (i) procure for Customer the right to use the Services or affected part thereof as provided in the Agreement; (ii) replace the Services or affected part thereof with other non-infringing services with reasonably equivalent functionality, or modify the Services or affected part thereof so as to be non-infringing; or (iii) if Retarus is unable to effect the foregoing after commercially reasonable efforts, terminate the Agreement or Customer's use of the affected Services upon written notice to Customer and return to Customer any pre-paid but unused fees pro-rated on a daily basis.
4. IN NO EVENT SHALL RETARUS OR ITS AFFILIATES OR SUBCONTRACTORS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR ANY OTHER INDIRECT LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF AN AGREEMENT OR ANY OBLIGATION RESULTING THEREFROM, OR THE USE, PERFORMANCE, MODIFICATION, OR DISCONTINUANCE OF ANY SERVICE, WHETHER IN AN ACTION FOR OR ARISING OUT OF ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION.
5. EXCEPT FOR PHYSICAL INJURY OR DEATH WHICH IS CAUSED BY RETARUS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND INDEMNIFICATION OBLIGATIONS, RETARUS' ENTIRE CUMULATIVE LIABILITY FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE ARISING UNDER OR RELATED TO AN AGREEMENT, THE SERVICES, OR TO ANY OBLIGATION RESULTING THEREFROM, SHALL BE LIMITED TO DIRECT, PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE GREATER OF THE FEES PAID BY CUSTOMER TO RETARUS IN AN AVERAGE TWELVE (12) MONTH PERIOD OR TEN THOUSAND DOLLARS (\$10,000) IN THE AGGREGATE FOR ALL SUCH CLAIMS.
6. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THE AGREEMENT, AND SHALL APPLY: (A) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (B) WHETHER OR NOT DAMAGES WERE FORESEEABLE.
7. An indemnified Party shall provide the indemnifying Party with prompt written notice of any claim for which the indemnified Party is seeking or may seek indemnification hereunder. An indemnified Party shall provide reasonable cooperation and full authority to defend or settle the claim. An indemnifying Party shall keep the indemnified Party informed concerning the status of any litigation, negotiations or settlements of any such claim. An indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing.
8. Any legal action with respect to an Agreement or any Services contracted for or provided thereunder shall be barred unless suit is commenced within two (2) years after the date the cause of action occurs, except that an action for non-payment may be brought at any time.

VIII. Termination of an Agreement

1. During the minimum term, an Agreement can only be terminated for cause, unless the Parties have expressly agreed to a trial period, in which case either Party may terminate the Agreement with effect from the end of the trial period. Otherwise, the Agreement shall continue and the agreed minimum term shall commence at the end of the trial period, notwithstanding Sec. II.2 GTC.
2. Separable and independently usable Services may be terminated individually.

IX. Confidentiality

1. "Confidential Information" means all tangible, electronic or oral information and data provided or made available by one Party to the other Party in the course of or in connection with their business relationship, provided that such information and data is either marked as confidential or would be reasonably considered as such due to its nature or the circumstances of disclosure. Each Party will treat the details of an Agreement and the Confidential Information provided or made available by the disclosing Party (i) as confidential, and safeguard and protect it from unauthorized disclosure, using measures that will equal or exceed the level of care the receiving Party would exercise to safeguard its own Confidential Information; (ii) not use it for any purposes other than necessary in connection with the relevant Agreement; and (iii) make it available only to its Affiliates, directors, officers, employees, contractors, agents, accountants, attorneys and other professional advisors (collectively "Representatives") on a need to know basis in connection with the respective Agreement, provided that these Representatives are bound by confidentiality obligations no less stringent than those set forth in this Sec. 1. Obtaining Confidential Information by imitation, *reverse engineering* or similar means is prohibited.
2. The foregoing obligations shall not apply to the extent that the Party relying on such exception can demonstrate that the Confidential Information (i) was in the receiving Party's possession prior to obtaining it from the disclosing Party without a confidentiality obligation (ii) is or becomes generally known to the public without a Party's breach of the obligations pursuant to Sec. 1 above (iii) was or becomes available to the receiving Party on a non-confidential basis through no fault of the receiving Party and/or from a third party without a confidentiality obligation (iv) was independently developed by the receiving Party (v) must be made available to authorities pursuant to applicable law or court orders, or (vi) was approved for release or disclosure in writing by the disclosing Party.
3. Confidential Information (in whole or in part) shall, at the disclosing Party's discretion, be returned in full or destroyed (if in tangible form) or irreversibly deleted upon disclosing Party's request or following termination of the Agreement within max. fourteen (14) days. This shall not apply to routine back-up copies of electronic communication and to the extent Confidential Information is required to be retained under applicable law, provided that, however, such Confidential Information shall in any event remain subject to the confidentiality provisions of this Sec. IX until the expiration of the retention period.
4. The confidentiality obligations pursuant to this Sec. IX shall survive the termination of the Agreement for a period of three (3) years. The confidentiality of trade secrets shall apply for so long as they remain trade secrets.

X. Miscellaneous

1. It is not the intention of the Parties in entering into any Agreement to restrict the right of either of them, whether individually or with any third party, to explore any other business opportunity or to provide any type of services or conduct any type of business whatsoever, even if similar to those described in the respective Agreement, and each Party expressly retains the right to do so in its sole discretion. In no event shall anything contained in these GTC/STC be construed to imply a joint venture, partnership or principal-agent relationship between the Parties, and neither Party shall have the right, power or authority to obligate or bind the other in any manner whatsoever.
2. Retarus may issue a joint press release shortly after execution of an Agreement, provided that the release is first approved by Customer, such approval not to be unreasonably withheld. Retarus may utilize the Customer logo both online and in print, provided that the logo meets Customer's brand expectations and guidelines. Official Customer logos will be provided to Retarus by the Customer upon request. Logos can be placed on any, but not exclusive to, the following types of materials: exhibition banners, presentations, web site, press releases. External content, such as in collateral or publications, must be coordinated with the Customer and submitted for approval before publication. The materials may also be used by Retarus internationally. Retarus shall be under no obligation to perform reference customer advertising. Customer may limit logo usage at any time by written notification. In this case, Retarus will stop any already initiated reference customer advertising. Except as aforesaid in this Sec. X.2., the terms and conditions of the Agreement shall be considered Confidential Information in accordance with Sec. IX..
3. GOVERNING LAW. ALL AGREEMENTS SHALL BE DEEMED TO BE MADE IN AND, IN ALL RESPECTS, SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND FORUM OF THE STATE AND FEDERAL COURTS IN THE STATE OF NEW YORK FOR ANY CLAIMS RELATING TO AN AGREEMENT. PRIOR TO INITIATION OF ANY COURT PROCEDURE, THE PARTIES SHALL ENDEAVOR TO SETTLE AMICABLY BY DIRECT INFORMAL NEGOTIATION OF ANY DISAGREEMENT OR DISPUTE ARISING OUT OF OR IN CONNECTION WITH AN AGREEMENT.

4. The assignment of Agreements, in whole or in part, is subject to the written consent of the other Party. This shall not apply in the case of an assignment (i) to a Retarus Affiliate or (ii) to a third party to whom Retarus transfers all or most of the assets of that part of the business for which the Agreement was concluded.
5. Remuneration, reimbursement of costs or expenses of Retarus under an Agreement shall be determined in accordance with the agreed hourly rates.
6. If any provision of these GTC, STC or other parts of an Agreement is judged invalid, void, or unenforceable, the remaining provisions of the Agreement shall not be affected thereby, provided that the provision in question may be replaced by the lawful provision that most nearly embodies the original intent of the parties, and this Agreement shall otherwise remain valid and enforceable.
7. Customs duties, fees and other charges (if any) incurred for cross-border Services will be borne by the Customer. Legal or official proceedings in connection with cross-border Services are the responsibility of Customer.
8. Changes to an Agreement must be made in writing.
9. Whenever under an Agreement a Party is required or permitted to give notice to the other, such notice may be given by email, fax or physical mail (subject, however, to appropriate verification procedures to confirm the delivery of any such notice). Notices to Retarus by physical mail shall be sent to retarus (North America) Inc., 300 Lighting Way, Secaucus, New Jersey 07094, USA.
10. Facsimile and electronic signatures will be deemed to be original signatures for all purposes of an Agreement.
11. If a Party fails to enforce any right or remedy available to it under an Agreement, or to give notice thereof, such failure shall not be construed as a waiver of any right or remedy with respect to any other breach or failure by the other Party.

B. Retarus Special Terms and Conditions (STC)

These STC shall apply to Services provided by Retarus that involve transmission/receipt of messages and/or other data processing Services (“**Communication Services**”).

I. Subject of Communication Services

1. For Communication Services, Retarus shall provide via the Retarus System (as defined in Sec. 2 below),
 - (i) by using the services of other telecommunications providers as third-party suppliers,
 - (ii) in accordance with the Service Levels for Communication Services as defined in Sec. II STC, and
 - (iii) in accordance with the communication formats pursuant to the Agreementin particular the following services, in accordance with the respective scope as set forth in the Agreement:
 - (i) receipt of messages and data and/or
 - (ii) storage of messages and data, to the extent required for the Communication Service and as described in the Agreement or the Enterprise Administration Services Portal (“EAS”), and/or;
 - (iii) short-term provision of messages and data for collection by Customer, and/or
 - (iii) processing and conversion of messages and data for the purpose of the respective Communication Service, and/or
 - (iv) screening of messages and data for security risks, and/or
 - (v) performing the number of attempts as specified in the Agreement - or, in the absence of such specification, a reasonable number of attempts - to deliver messages and data to Customer or the addressee designated by Customer.

As part of the Communication Services, Retarus shall maintain its readiness to receive and transmit messages and data via the Retarus System. Retarus shall set up the Retarus System as an interface to Customer's data communication system and operate the Retarus System separately and independently of the Customer. Retarus does not provide any representation or warranty that any message or data will be successfully received or delivered. In no event shall Retarus be responsible for any technical infrastructure or devices which is/are outside the Retarus System or which is/are operated by Customer or third-party providers. Customer further acknowledges and agrees that even when Services are performed in a timely and professional manner using competent personnel having expertise suitable to their assignments, the technology used to send and receive messages between the Retarus System and Customer may at times experience errors resulting in the loss of messages which is inherent in the nature of the technology and shall not be interpreted to be caused by the fault of Retarus. Anticipated service levels are not, and shall not be construed as, warranties.

2. **Retarus System** means the message- and data-communication system which is directly accessed and controlled by Retarus or a Retarus Affiliate without involving any third-party provider/supplier. The Retarus System does not include software and/or technical equipment – if any - installed

- by Retarus pursuant to Sec. 4 (or provided to Customer for self-installation), nor the Internet or other third-party systems.
3. Retarus only acts as transmitter of Customer's messages and does not vet, review or classify any message content or other Customer data, neither under legal, functional, logical aspects nor for completeness or any other purpose.
4. Retarus shall only be responsible for setup services if and to the extent expressly agreed.
5. Retarus may suspend or terminate Communication Services in whole or in part, and may, in particular, filter or discard messages and data, if or to the extent
 - (i) the addressee is on a blacklist, or
 - (ii) the addressee objects to further communication, or
 - (iii) necessary for reasons of security of network operations, preservation of network integrity, interoperability of Services, data protection, prevention of blacklisting, spam or computer viruses, compliance with applicable law, or
 - (iv) there are definite indications that Customer is in breach of his obligations pursuant to Sec. A.IV and B.III.

This does not constitute an obligation on Retarus to sync Customer's addresses with blacklists or to clean up Customer's address data, however such Services can be purchased in certain cases.

6. A messaging order (e.g. an outgoing fax job) originating from Customer's communication system and received by the Retarus System, is deemed to have been commissioned by Customer.
7. Customer may provide the Communication Services to any of its Affiliates. Customer shall remain responsible and liable for all acts and omissions of its Affiliates to the same extent as Customer is liable for its own acts and omissions under the Agreement and shall ensure use of the Services in compliance with the Agreement. In addition, Retarus will accept orders for, and provide and invoice the Services directly to any Customer Affiliate in the US and Canada (“Territory”), provided that such Customer Affiliate has executed an adoption agreement (as provided by Retarus), with Retarus adopting the terms and conditions of Customer's Agreement. Neither the expiration, nor the termination of a Customer Agreement will have an effect on the validity or the term of specific adoption agreements prior to such termination or expiration and the terms and conditions of the Customer Agreement shall continue to apply to such adoption agreement until it expires or is terminated. Any resale of Services by Customer requires Retarus' prior written consent and will be further specified in a separate reseller agreement as provided by Retarus. In the event of a planned adoption of an Agreement by a Customer Affiliate outside the Territory, the Parties for and on behalf of their respective local Affiliates agree to enter, or have their Affiliates enter into good faith discussions for the conclusion of a local agreement between the respective Affiliates outside the Territory, which shall reflect the material terms of the Agreement and account for applicable local requirements (such as tax provisions, data privacy, currency and the like).

II. Service Levels

1. Retarus shall provide the respective Communication Services promptly in accordance with the technical capabilities of the Retarus System. Communication Services are dependent on the provision and availability of third-party networks and transmission channels outside the Retarus System.
2. Unless otherwise agreed in the Agreement or in a separate service level agreement (“SLA”), the Retarus System shall have an average availability of 99 % per calendar month following Provision Notification (including day and night time, Sundays and bank holidays at Retarus' location). Notwithstanding the foregoing, temporary, (emergency) maintenance-related system downtimes, downtimes due to a Force Majeure Event or any other reasons outside the Retarus System shall not be considered when calculating any unavailability.
3. Information on planned maintenance and major Service disruptions is available via a status platform provided by Retarus (currently <https://status.retarus.io/> - subscription required; notification settings can be managed on the website). Push notifications are available via email or SMS.
4. Retarus Support is available during Retarus business hours (unless otherwise agreed upon in writing) via the designated channels to authorized Customer contact persons (“Admin”). Customer is responsible for keeping Admin information accurate and up to date. Emergency support in the event of Communication Services outages is available 24x7. Chargeable support services will be invoiced in accordance with Retarus' rates for consulting and support services pursuant to the Agreement and include, by way of example and without any limitation, support inquiries connected to topics that can be solved without the involvement of Retarus' support team (e.g. by using the EAS), service requests triggered by Customer errors, or technical modifications made outside of the Retarus System. Customer will not be charged for tickets related to Service disruptions caused by Retarus or otherwise originating from Retarus' sphere of responsibility.

III. Compliance and Cooperation Obligations

1. It is Customer's sole responsibility to use the Services in compliance with all applicable local, state/provincial, federal and foreign laws and regulations, including but not limited to, laws and regulations pertaining to tele-marketing, facsimile advertising, commercial email, data protection and export control.
2. Customer shall promptly notify Retarus in writing of any disruptions, problems or errors in the use of Communication Services ("**Disruptions**") and any related damages. Customer may not demand compensation for damages which could have been avoided by timely notification. Customer shall also duly investigate the cause of such Disruptions, in particular whether such Disruptions were caused by Customer, third parties or the Retarus System, and shall notify Retarus accordingly. Support in the event of Disruptions which (i) are triggered by faulty operations by Customer or (ii) are caused by technical changes outside the Retarus System, or (iii) which could have been avoided by the use of the EAS by Customer personnel, as well as (iv) Customer-initiated inspection, investigation and error elimination efforts for Disruptions outside Retarus' area of responsibility shall be invoiced in accordance with the agreed hourly rates.
3. In the event of Disruptions and Service restrictions, Customer shall, in particular for business-critical messages or data (i) immediately resort to alternative communication options and (ii) take all reasonable steps to enable Retarus to resume Communication Services or an alternative transmission of messages as quickly as possible. The Parties shall mutually agree on the further course of action.
4. Customer is responsible for protecting from unauthorized access, and maintaining the confidentiality of, user and access authorizations (passwords) and data transmission- and communication addresses, as well as their storage and administration. Customer is responsible for the backup and protection of its messages and data with customary frequency and in accordance with best industry practices.
5. Customer refrains from (i) any use of the Communication Services not expressly provided for in the Agreement, and/or any use that constitutes an infringement of any copyright or trademark or other third-party right, or a violation of any applicable law or regulation, including but not limited to the CAN-SPAM Act, and/or the Junk Fax Prevention Act, and/or the Telephone Consumer Protection Act, any applicable code of conduct released by the authorities (e.g. the FTC's CAN-SPAM Rule, the TCPA, the MMA Consumer Best Practice Guidelines and the MMA Code of Conduct) each as amended, and/or which is unlawful, fraudulent, immoral or anti-competitive, in particular the dissemination of deceptive mass or marketing messages, and (ii) initiating security tests (such as stress or penetration tests) of the Retarus System without Retarus' prior written consent; (collectively "**Prohibited Use**"). Customer shall indemnify, defend and hold Retarus harmless from and against all claims, liability, expenses and costs (including reasonable attorneys' fees) incurred in connection with any Prohibited Use.
6. If a Communication Service for Customer results in (i) a complaint from an addressee, (ii) a blacklisting from a service provider, an anti-spam or other relevant organization, (iii) a similar measure detrimental to Retarus' business, or (iv) if Retarus receives an inquiry from an authority or a relevant organization, Customer shall promptly (within one business day), provide evidence of the lawful use of the Communication Service and its compliance with the contractual terms. Until positive clarification, Retarus shall have the rights pursuant to Sec. B.I.5.
7. Upon expiry of an Agreement, Customer shall ensure there are no further communication or access attempts with/to the Retarus System, in the event of which Retarus is entitled to the contractually agreed remuneration for the used Services.
8. In the event of fax inbound Services in accordance with an Agreement, it is anticipated that Customer will be porting fax numbers from Customer's current telecommunications carrier to Retarus or its telecommunications carrier(s) whereby Retarus acts as Customer's authorized agent. Regulatory requirements may include the provision of a tax ID of Customer, and/or of an authorized representative of Customer as well as a proof of identity. Customer is further required to provide Retarus with a letter of authorization (LOA) along with a current invoice from the carrier who previously provided the numbers to be ported. The porting request is subject to the release of the numbers by such carrier. Customer shall provide Retarus with all regulatory documents required to ensure a smooth setup and porting process for the requested numbers. Allocation or porting of local network numbers may be subject to Customer's demonstration of a registered place of business for the relevant local network area in certain countries. If applicable, Customer ensures to inform Retarus about any discontinuance of this requirement regarding allocated local network numbers without delay. If extensions are redirected to numbers provided by Retarus or if these numbers are destination numbers for redirections from Customer's phone system, any publication or further use or transfer of these numbers shall be excluded. Changes initiated by the responsible local authorities regarding numbers provided by Retarus need to be accepted by Customer. Retarus will not willfully or intentionally interfere with Customer's right to use fax numbers that, from time to time, are in use in connection with the Services purchased by Customer under the Agreement. Retarus will cooperate in all reasonable respects with any written request of Customer to port any such number (a "Porting Number") to any other company, supplier or carrier upon termination or expiration of the Agreement. In the event Customer requests Retarus to port a Porting Number to any other company, supplier or carrier, Customer agrees that until such time as the Porting Number is fully ported and no further traffic for such Porting Number traverses Retarus' network, Customer shall remain subject to the terms of the Agreement (including, without limitation, Customer's obligation to pay for the applicable Services) for any and all traffic associated with the Porting Number. Notwithstanding the foregoing, Customer acknowledges and agrees that Retarus will not be responsible or liable in any way due to the underlying providers' inability to port or receive any such Porting Number. Customer may be obliged to provide a so-called CLI "Caller Line Identification" (incl. corresponding local network reference), otherwise Retarus may, without prejudice to any other available rights, assign a CLI that makes the Customer identifiable for message addressees.
9. For Email Services, the following applies: Customer has the following obligations when sending transactional and/or promotional emails, in particular:
 - (i) Consent: Customer warrants that emails will only be sent to addressees who have expressly consented in accordance with applicable laws (opt-in) or for whom another legally recognized permission is given.
 - (ii) The obligations for the design of emails and the technical configuration are detailed in the respective Service description and other technical documentation.
10. The obligations under Sec. 9 shall apply mutatis mutandis to other Communication Services (e.g. fax and SMS), where applicable. In particular, Customer shall immediately delete fax addresses, voice addresses or SMS addresses from corresponding address lists if reported by Retarus as non-existent (in the case of fax as telephone number instead of fax number).