

## Terms & Conditions

These Terms and Conditions (“T&Cs”) apply for any services and products that 4z.com Sàrl (“4z.com”) may provide. The term “client” applies to any person, physical or legal, that has signed a contract with 4z.com.

### Scope of Terms and Conditions

The T&Cs apply to all services and products provided by 4z.com. In the case of differences with other contractual instruments, such as individual written contracts, description of services and products govern instead of the T&Cs. The currently applicable T&Cs are available on the 4z.com.com website and a written copy is available on request from 4z.com.

### Client Installation

Client is responsible for the acquisition, proper installation, upkeep, maintenance and proper compliance of necessary client software and necessary connections for the usage of 4z.com’s VoIP services, such as, but not limited to, internet access.

### Client Obligations

Client has the obligation to provide 4z.com with its current contact information, such as name and address, and to inform 4z.com of any eventual changes either by e-mail, postal mail or fax. The client is responsible for any and all usage of their connections and of their password, as well as of the services provided, including those made by any third party.

The content of any communications between 4z.com and their clients may not be made public, either partially or in their entirety, in any form, including, but not limited to electronic means, e-mail, paper, voice, without written consent from 4z.com. The client will be held liable for any direct or indirect damages caused by its failure to comply with this provision.

### Emergency Calls

For calls to emergency numbers, 4z.com use the customer’s address for transferring the call to the corresponding emergency call center.

In case of emergency call (112, 117, 118 ...) and a nomadic use of VoIP, meaning when the customer uses its 4z.com account from another location than the location communicated to 4z.com, it is recommended to use a more appropriate means of communication, such as landline or mobile phone for reaching the nearest emergency call center.

**Rates and Payment Terms**

Current applicable rates are available online at 4z.com.com as well as directly from 4z.com.

Conditional to and not limited by wholesale market change, the current applicable rates to all destinations, including contractual free destinations, are eligible subject to change without any further notice and are accessible on rates section on our website 4z.com.com and directly from 4z.com.

4z.com reserves the right to modify the rates at any moment. The client agrees to timely pay in full the amount billed by the given date on each corresponding bill.

Value added, shared cost, personal numbers, very specific small mobile companies with expensive rates, anything specific to the country making specific special ranges high in cost, which cannot be desolated are not covered by free mobile and landline plans for private usage.

Free calls for Private and Prepaid Package users concern standard landlines and popular mobiles.

The client may dispute a bill that contains a legitimately incorrect charge, in writing, until the due date of said bill. Past this due date, the bill is considered to be accepted by the client and the client waives any right to dispute said bill.

If the dispute only concerns part of the amount due, the client is required to timely pay by the due date the amount that is not disputed. When the amount to be billed is small, 4z.com may postpone billing.

Unless there is a previous agreement regarding the payment due date, the client is required and obligated to pay the amount due after the due date without prior written notice and agrees to pay an interest penalty of 7% on any past due balances.

4z.com is authorized to bill the reminder fees in the following manner:

- A first reminder fee of 5.00 CHF;
- A second reminder fee of 15.00 CHF, after the second reminder, previously free communications will be billed at 0.02 CHF per minute;
- A third reminder free of 25.00 CHF;
- A fourth reminder fee of 45.00 CHF, after which the line will be disconnected.

4z.com reserves the right to charge additional fees. If 4z.com has doubts regarding client's ability to respect the contractual payment conditions, it may at any time demand guarantees from the client. If a bill is not duly paid by the due date, 4z.com is authorized to block any services and to bill the client at least 40.00 CHF to suspend and/or reconnect said services. At any time, 4z.com acting on good faith belief may suspend all services and immediately terminate the contracts with the client related to such services. Good faith belief includes, but is not limited to, a client's failure to provide the requested guarantees to 4z.com, abusive usage of the services, endangerment of Switzerland installations or of 4z.com partners and doubts about the solvency of the client. In case of suspension or termination, the client will be held responsible for all damages. In case of suspension or termination of the service, the client is still responsible for all the contractual handling fees incurred and 4z.com is released from all liability and responsibility.

**Abusive telephone usage**

The client is under the obligation to respect the T&Cs, any other contractual obligations as well as any relevant laws during their usage of the services provided by 4z.com. Any abusive usage of the services, which results in any legal violation, in any jurisdiction, is prohibited.

All services provided free of charge are for private usage only. For commercial or for-profit usage, the client must use the fees reserved for companies that do not include any free services.

Free services may not be used to make long duration communications which do not contain conversations or discussions between two parties, such as the client and a third party. The list below includes some of the prohibited uses for free phone services:

A permanent connection may not be used to monitor a baby or as an antitheft alarm (a line may not be in use at all times, but you may use dedicated systems that make one phone call after having detected a particular sound or a suspicious event).

A phone connection may not be used to listen to the radio or television.

A permanent connection between two places, such as a home and an office, for use in possible future conversations.

In case of suspected abuse, 4z.com reserves the right to change the client's applicable fees without any notice or explanation. 4z.com reserves the right to change the fees retroactively.

4z.com may also cancel a contract before the termination date. The client must still pay the totality of the monthly fees, as well as any additional fees due to abusive usage.

For wholesalers and call centers, the usage of all our account types and services is strictly prohibited. The reselling of 4z.com services without written consent from 4z.com is strictly prohibited.

**Personal Data Protection and Privacy Policy**

4z.com will treat the personal data of the client with care and in accordance with the applicable laws regarding personal data protection.

In case of damages to a client falling within the scope of the contract and following a judicial decision making 4z.com liable, 4z.com may only be held liable for an amount not exceeding the total of the client's monthly fees.

**Responsibilities of 4z.com**

4z.com commits itself to provide the client with the services stipulated by the contract, these T&Cs and any other contractual obligations. 4z.com is not responsible for any other services provided by third parties or accessible from third parties, or their content. 4z.com cannot guarantee any such services or their content, or assume any responsibility or obligation.

**Warranty**

4z.com cannot guarantee the perfect and uninterrupted performance of internet telephony. Due to the fact that VoIP (voice over internet protocol) makes use of the internet, power or connectivity failures may lead to a temporary loss of VoIP services, such as packet loss or delays. Special numbers (0848, 0900, etc.) cannot be used with 4z.com's VoIP service. 4z.com reserves the right to modify at any time the T&Cs and any other contractual agreements. If a modification of the T&Cs is significantly adverse to the client, the client may terminate the contract from the date that the modified T&Cs come into force. This right is valid only until the date that the modified T&Cs come into force.

**Term and Termination of Contract**

The present T&Cs also apply to any contractual negotiations between 4z.com and the client. In general, the contract comes into effect when 4z.com accepts a written service order. If the order is done by e-mail or fax, the contract comes into effect when the client receives a written, e-mailed or faxed confirmation from 4z.com informing them that they have entered into a contract. In all cases, the contract is accepted by using the services. Fixed-term contracts may be canceled by providing 4z.com with a two-month notice before the end of term. If a fixed-term contract is not duly canceled, it is tacitly renewed for one more year. A client with a fixed-term contract choosing to end their services before the end of contractual term must also respect the previously mentioned two-month notice. The client must also pay for any contractual handling fees as well any other contractual fees. The parties involved reserve the right to terminate the contract for due reasons.

**Modification of Terms and Conditions and Other Contractual Agreements**

4z.com reserves the right to modify at any time the T&Cs and any other contractual agreements. If a modification of the T&Cs is significantly adverse to the client, the client may terminate the contract from the date that the modified T&Cs come into force. This right is valid only until the date that the modified T&Cs come into force.

**Other Contractual Terms**

The client renounces any right of compensation for debts that the client may hold against 4z.com.

Any additional agreements, modifications or additions made to the contract, in particular to the T&Cs, including this paragraph, are not valid unless they are made in writing. The client may not assign any rights or duties under the present contract without the prior written consent of 4z.com. 4z.com may assign the contract without the agreement of the client.

**Intellectual Property**

4z.com grants the client untransferable and non-exclusive rights to use the services and products provided by 4z.com during the duration of the contract in accordance to the present T&Cs and any other contractual terms. 4z.com remains the owner of all the intellectual property rights. If the client infringes on a third party's licensing rights and 4z.com is asked to reply to this infringement, the client must absolve 4z.com of any liability.

**Jurisdiction and Choice of Law**

The present contract is governed by Swiss material law, excluding the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on April 11, 1980. The exclusive jurisdiction for all proceedings related to the present contract is Lausanne, Switzerland excluding any imperative jurisdictions as indicated by Swiss Federal Law.

In case of contradictions between translations of the general conditions, the French version of this document will be the sole governing legal document between 4z.com and you.