



PLEASE READ THIS TERMS OF USE AGREEMENT (THE "TERMS OF USE") CAREFULLY. BY ACCESSING OR USING THIS WEBSITE OR ANY OTHER WEBSITES OF EiSIM By: Social Fi Cellular Network "EiSIM.NET" WEBSITE AND SERVICE. (THE "COMPANY"), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE "WEBSITE") IN ANY WAY, CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE WEBSITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH EiSIM By: Social Fi Cellular Network "EiSIM.NET", AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THIS WEBSITE.

THE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Your use of, and participation in, certain services enabled via the Website may be subject to additional terms ("Supplemental Terms") and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the "Terms."

PLEASE NOTE THAT THE TERMS ARE SUBJECT TO CHANGE BY EiSIM By: Social Fi Cellular Network "EiSIM.NET" IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, EiSIM By: Social Fi Cellular Network "EiSIM.NET" will make a new copy of the Terms of Use available at the Website, and any new Supplemental Terms will be made available from within, or through, the affected service on the Website. We will also update the "Last Updated" date at the top of the Terms of Use. If we make any material changes, and you have registered with us to create an Account (as defined in Section 2.1 below) we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new Users of the Website and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 2.1 below). EiSIM By: Social Fi Cellular Network "EiSIM.NET" may require you to provide consent to the updated Terms in a specified manner before further use of the Website, the Application and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website. Otherwise, your continued use of the Websites constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

#### 1. Use of the EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES".

The Website and the information and content available on the Website (collectively, the "EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES") are protected by copyright laws throughout the world. Unless otherwise specified by EiSIM By: Social Fi Cellular Network "EiSIM.NET" in a separate license, your right to use any EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" is subject to the Terms.

Individuals authorized by Customer to access the Services (an "Authorized User") may submit content or information to the Services, such as messages or files ("Customer Data"), and Customer may exclusively provide us with instructions on what to do with it. For example, Customer may provision or deprovision access to the Services, enable or disable third party integrations, manage permissions, retention and export settings, transfer or assign workspaces, share channels, or consolidate workspaces or channels with other workspaces or channels. Since these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Customer Data, please review the Help Center pages for more information about these choices and instructions.

Customer will (a) inform Authorized Users of all Customer policies and practices that are relevant to their use of the Services and of any settings that may impact the processing of Customer Data; and (b) ensure the transfer and processing of Customer Data under the Contract is lawful.

#### 2. Registration.

2.1 Registering Your Account. In order to access certain features of EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" you may be required to become a Registered User. For purposes of the Terms, a "Registered User" is a user of the Website ("User") who has registered an account on the Website ("Account").

2.2 Registration Data. In registering for the an Account, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (1) at least thirteen (13) years old; (2) of legal age to form a binding contract; and (3) not a person barred from using EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" by minors. You may not share your Account or password with anyone, and you agree to (1) notify EiSIM By: Social Fi Cellular Network "EiSIM.NET" immediately of any unauthorized use of your password or any other breach of security; and (2) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or EiSIM By: Social Fi Cellular Network "EiSIM.NET" has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, EiSIM By: Social Fi Cellular Network "EiSIM.NET" has the right to suspend or terminate your Account and refuse any and all current or future use of

EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree not to create an Account or use EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” if you have been previously removed by EiSIM By: Social Fi Cellular Network “EiSIM.NET”, or if you have been previously banned from any of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”.

### 3. Ownership.

3.1 EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”. You agree that EiSIM By: Social Fi Cellular Network “EiSIM.NET” and its suppliers own all rights, title and interest in EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” (including but not limited to, any information, data, text, software, music, sound, photographs, graphics, video, messages, tags and/or other materials accessible through EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” (“Content”)). You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website or EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”.

3.2 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of EiSIM By: Social Fi Cellular Network “EiSIM.NET”.

3.3 Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to EiSIM By: Social Fi Cellular Network “EiSIM.NET” through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that EiSIM By: Social Fi Cellular Network “EiSIM.NET” has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to EiSIM By: Social Fi Cellular Network “EiSIM.NET” a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”.

### 4. User Conduct.

You agree that you will not, under any circumstances: (a) interfere or attempt to interfere with the proper functioning of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” or connect to or use EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” in any way not expressly permitted by the Terms; (b) systematically retrieve data or other content from our EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, spiders, or otherwise; (c) use, display, mirror or frame EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, or any individual element within EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, EiSIM By: Social Fi Cellular Network “EiSIM.NET”’s name, any Company trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without EiSIM By: Social Fi Cellular Network “EiSIM.NET”’s express written consent; (d) use any unauthorized software that accesses, intercepts, “mines” or otherwise collects information from or through EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” or that is in transit from or to EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, including, but not limited to, any software that reads areas of RAM or streams of network traffic used by EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (e) intercept, examine or otherwise observe any proprietary communications protocol used by a client, a server or EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, whether through the use of a network analyzer, packet sniffer or other device; (f) make any automated use of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, or take any action that imposes or may impose (in EiSIM By: Social Fi Cellular Network “EiSIM.NET”’s sole discretion) an unreasonable or disproportionately large load on the infrastructure for EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (g) bypass any robot exclusion headers or other measures EiSIM By: Social Fi Cellular Network “EiSIM.NET” takes to restrict access to EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, or use any software, technology or device to send content or messages, scrape, spider or crawl EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, or harvest or manipulate data; (h) use, facilitate, create, or maintain any unauthorized connection to EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, including, but not limited to: (1) any connection to any unauthorized server that emulates, or attempts to emulate, any part of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; or (2) any connection using programs, tools or software not expressly approved by EiSIM By: Social Fi Cellular Network “EiSIM.NET”; (i) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying software or other intellectual property used to provide EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, or to obtain any information from EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (j) Upload, post, e-mail, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (k) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including, but not limited to, clear GIFs, 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as “spyware,” “passive collection mechanisms” or “pcms”).

### 5. Third-Party Websites & Ads.



EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” may contain links to third-party websites (“Third-Party Websites”) and advertisements for third parties (collectively, “Third-Party Websites & Ads”). When you click on a link to a Third-Party Website or Ad, we will not warn you that you have left EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites are not under the control of EiSIM By: Social Fi Cellular Network “EiSIM.NET”. EiSIM By: Social Fi Cellular Network “EiSIM.NET” is not responsible for any Third-Party Websites & Ads. EiSIM By: Social Fi Cellular Network “EiSIM.NET” provides these Third-Party Websites & Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites & Ads, or their products or services. You use all links in Third-Party Websites & Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

#### 6. Purchase Terms.

6.1 Making Purchases. If you wish to purchase any products through the Website (“Products”), you shall be required to supply certain information applicable to your purchase, including payment, contact, and other information. Any such information will be treated as described in our Privacy Policy. All information that you provide to us or our third party payment processor must be accurate, current, and complete. Unless otherwise stated, the purchase price for the Product, includes taxes and shipping charges (the “Purchase Price”). No contract will exist between you and EiSIM By: Social Fi Cellular Network “EiSIM.NET” for the purchase of a Product until EiSIM By: Social Fi Cellular Network “EiSIM.NET” accepts your order by confirmatory email, SMS/MMS message or other appropriate means. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARDS OR OTHER PAYMENT MEANS USED TO INITIATE ANY TRANSACTION. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Verification of information applicable to a purchase may be required prior to our acceptance of any order.

6.2 Product Descriptions. Descriptions, images, references, features, content, specifications, products, prices, and availability of any Products are subject to change without notice, and our current prices can be found on the Website. We make reasonable efforts to accurately display the attributes of our Products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any Products on the Website at a particular time does not imply or warrant that these products or services will be available at any time. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any item purchased through the Website. By placing an order, you represent that the Products ordered will be used only in a lawful manner. We reserve the right, with or without prior notice, to limit the available quantity of or discontinue any Product; to honor or impose conditions on the honoring of, any coupon, coupon code, promotional code, or other similar promotions; to bar any user from making any or all purchases; and to refuse to provide any user with any product or service.

6.3 Product Acceptance. A Product is deemed irrevocably accepted upon your use of the Product.

6.4 Orders. Title and risk of loss for any purchases pass to you upon our delivery to our carrier. When you place an order, we will not charge you at the time the order is placed. We reserve the right to ship partial orders (at no additional cost to you), and the portion of any order that is partially shipped may be charged at the time of shipment.

6.5 Product Warranties and Returns. EiSIM By: Social Fi Cellular Network “EiSIM.NET” provides certain limited warranties to our Products as set forth on our WEBSITE located which is incorporated herein by reference. In the event the Products do not conform to the limited warranties set forth therein, EiSIM By: Social Fi Cellular Network “EiSIM.NET” will provide you the remedy set forth on the TOS POLICY LEGAL content of our site..

6.6 Pre-Orders. From time to time, you may pre-order certain Products on the Website (each, a “Pre-Order”).

(a) Registration. When you place a Pre-Order for the Product, you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. EiSIM By: Social Fi Cellular Network “EiSIM.NET” shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to shipment of the Product by sending an email to [INFO.EiSIM.NET](mailto:INFO.EiSIM.NET)

(b) Payment. You will be charged the Purchase Price at the time you place your Pre-Order for the Product. Your placing of the Pre-Order constitutes your express agreement for EiSIM By: Social Fi Cellular Network “EiSIM.NET” to charge your provided payment method at such time.

(c) Shipping. Any Product sold pursuant to a Pre-Order is being sold before it is ready to ship. Such Products are expected to be ready to ship by the estimated shipment date set forth on the Website (the “Estimated Shipment Date”). If the Product will not be available to ship by the Estimated Shipment Date, 16 CFR Part 435 rules (the “FTC Rules”) require the Company to offer you the choice of either a refund or to wait until a new expected ship date. See the FTC Rules for full details regarding Company’s legal obligations - WEBSITE.

6.7 Overseas Delivery. When you order Products for overseas delivery, you may be subject to import duties and taxes, which are levied when the package with the products arrives at the destination that you specified. Any charges for customs clearance have to be borne by you, as EiSIM By: Social Fi Cellular Network “EiSIM.NET” has no control over such charges and cannot foresee the amount charged (if any). Since customs policies vary from country to country, you should contact the customs office in the country where you have us ship your products to get more information. Please also be aware that you are considered the importer of record and must comply with all laws and regulations of such country.

#### 7. Indemnification.

You agree to indemnify and hold EiSIM By: Social Fi Cellular Network “EiSIM.NET”, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “EiSIM By: Social Fi Cellular Network “EiSIM.NET” Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (c) your violation of the Terms; (d) your violation of any rights of another party, including any Users; or (e) your violation of any applicable laws, rules or regulations. EiSIM By: Social Fi Cellular Network “EiSIM.NET” reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with EiSIM By: Social Fi Cellular Network “EiSIM.NET” in asserting any available defenses. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”.

#### 8. Disclaimer of Warranties.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” IS AT YOUR SOLE RISK, AND EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN EiSIM By: Social Fi Cellular Network “EiSIM.NET”’S LIMITED WARRANTY, THE EiSIM By: Social Fi Cellular Network “EiSIM.NET” PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EiSIM By: Social Fi Cellular Network “EiSIM.NET” PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” WILL BE ACCURATE OR RELIABLE; OR (4) ANY ERRORS IN EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” WILL BE CORRECTED.

#### 9. Limitation of Liability.

9.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL EiSIM By: Social Fi Cellular Network “EiSIM.NET” PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE OR EMOTIONAL DISTRESS, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE TERMS, OR FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, ON ANY THEORY OF LIABILITY, RESULTING FROM: (1) THE USE OR INABILITY TO USE EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; OR (5) ANY OTHER MATTER RELATED TO EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

9.2 Cap on Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL EiSIM By: Social Fi Cellular Network “EiSIM.NET” BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHATSOEVER, ARISING OUT OF THESE TERMS, ANY PRODUCTS OR PRE-ORDER. IN NO EVENT SHALL EiSIM By: Social Fi Cellular Network “EiSIM.NET”’S TOTAL LIABILITY TO YOU EXCEED THE GREATER OF (A) THE AMOUNTS PAID BY YOU DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO LIABILITY HEREUNDER, OR (B) FIFTY DOLLARS (\$50).

9.3 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU.

#### 10. Term and Termination.

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, unless terminated earlier in accordance with the Terms. You may delete your Account at anytime by emailing EiSIM By: Social Fi Cellular Network “EiSIM.NET” EMAIL INFO.EiSIM.NET EiSIM By: Social Fi Cellular Network “EiSIM.NET” may terminate your Account if (a) you are in breach of these Terms; (b) EiSIM By: Social Fi Cellular Network “EiSIM.NET” decides in its sole discretion to stop providing Products; or (c) for any or no reason, without giving you notice. All provisions of the Terms which by their nature should survive, shall survive termination of these Terms, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

Customer agrees to pay all fees associated with the Product and Software being provided. These fees consist of one-time hardware charges associated with the Product, monthly recurring or term-based charges associated with the Software, and/or usage-based and non-recurring charges associated with add-on Product and Software (“Add-on Solutions”) which may be enabled by EiSIM By: Social Fi Cellular Network

“EiSIM.NET” or in some cases by the Customer via self-service functions within the Software. Whatever is being purchased, these fees are collectively referred to as “Solution Fees”. In all instances, fairly to fulfill payment obligations per the payment terms can result in suspension of EiSIM By: Social Fi Cellular Network “EiSIM.NET” service. The Solution Fees will be charged in advance and are non-refundable, meaning recurring monthly and term commitment fees are not returned or refunded to Customer in the event Customer terminates before the end of the relevant month or the conclusion of the committed term. Unless via another approved payment method, EiSIM By: Social Fi Cellular Network “EiSIM.NET” will charge the Customer credit card without invoice either in advance, on or around the first day of each monthly billing cycle or the first day of the term commitment period, as applicable. For certain Add-on Solutions that require a separate term commitment, an early termination fee may be billed to Customer if terminated before completion of the required term. In the case of Add-on Solutions enabled by Customer via the self-service functions within the Software, Customer may be able to terminate these Add-on Solutions without involving EiSIM By: Social Fi Cellular Network “EiSIM.NET”. In these instances, affirmatively deleting such Add-on Solutions from directly within the Software takes effective immediately and the aforementioned early termination terms and conditions will apply where applicable.

#### 11. Remedies.

11.1 Violations. If EiSIM By: Social Fi Cellular Network “EiSIM.NET” becomes aware of any possible violations by you of the Terms, EiSIM By: Social Fi Cellular Network “EiSIM.NET” reserves the right to investigate such violations. If, as a result of the investigation, EiSIM By: Social Fi Cellular Network “EiSIM.NET” believes that criminal activity has occurred, EiSIM By: Social Fi Cellular Network “EiSIM.NET” reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. EiSIM By: Social Fi Cellular Network “EiSIM.NET” is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, including Your Content, in EiSIM By: Social Fi Cellular Network “EiSIM.NET”’s possession in connection with your use of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Terms, (3) respond to any claims that Your Content violates the rights of third parties, (4) respond to your requests for customer service, or (5) protect the rights, property or personal safety of EiSIM By: Social Fi Cellular Network “EiSIM.NET”, its Users or the public, and all enforcement or other government officials, as EiSIM By: Social Fi Cellular Network “EiSIM.NET” in its sole discretion believes to be necessary or appropriate.

Unless Customer has entered into a written agreement with EiSIM By: Social Fi Cellular Network “EiSIM.NET” to the contrary, Customer acknowledges that EiSIM By: Social Fi Cellular Network “EiSIM.NET” is not a “Business Associate” as defined in the Health Insurance Portability and Accountability Act and related amendments and regulations as updated or replaced (“HIPAA”), and that the Services are not HIPAA compliant. Customer must not use, disclose, transmit or otherwise process any “Protected Health Information” as defined in HIPAA (“PHI”) through the Services. Customer agrees that we cannot support and have no liability for PHI received from Customer, notwithstanding anything to the contrary herein.

11.2 Breach. In the event that EiSIM By: Social Fi Cellular Network “EiSIM.NET” determines, in its sole discretion, that you have breached any portion of the Terms, or have otherwise demonstrated conduct inappropriate for EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”, EiSIM By: Social Fi Cellular Network “EiSIM.NET” reserves the right to: (a) Warn you via e-mail (to any e-mail address you have provided to EiSIM By: Social Fi Cellular Network “EiSIM.NET”) that you have violated the Terms; (b) Discontinue your registration(s) with the any of EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES”; (c) Notify and/or send Content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (d) Pursue any other action which EiSIM By: Social Fi Cellular Network “EiSIM.NET” deems to be appropriate.

#### 12. International Users.

EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” can be accessed from countries around the world and may contain references to Products and Content that are not available in your country. These references do not imply that EiSIM By: Social Fi Cellular Network “EiSIM.NET” intends to announce such Products or Content in your country. EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” are controlled and offered by EiSIM By: Social Fi Cellular Network “EiSIM.NET” from its facilities in the United States of America. EiSIM By: Social Fi Cellular Network “EiSIM.NET” makes no representations that EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” are appropriate or available for use in other locations. Those who access or use EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” from other jurisdictions do so at their own volition and are responsible for compliance with local law.

#### 13.Publicity Right

Customer grants us the right to use Customer’s company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer’s standard trademark usage guidelines as provided to us from time-to-time. We don’t want to list customers who don’t want to be listed, so Customer may send us an email to INFO.EiSIM.NET stating that it does not wish to be used as a reference.

#### 14. General Provisions.

14.1 Electronic Communications. The communications between you and EiSIM By: Social Fi Cellular Network “EiSIM.NET” use electronic means, whether you visit EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” or send EiSIM By: Social Fi Cellular Network “EiSIM.NET” e-mails, or whether EiSIM By: Social Fi Cellular Network “EiSIM.NET” posts notices on EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from EiSIM By: Social Fi Cellular Network “EiSIM.NET” in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that EiSIM By: Social Fi Cellular Network “EiSIM.NET” provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

14.2 Release. You hereby release EiSIM By: Social Fi Cellular Network "EiSIM.NET" Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES", including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES". If you are a Louisiana resident, you hereby waive LOUISIANA LAW, which states, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.

14.3 Assignment. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without EiSIM By: Social Fi Cellular Network "EiSIM.NET"'s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

14.4 Force Majeure. EiSIM By: Social Fi Cellular Network "EiSIM.NET" shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

14.5 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES", please contact us at: [info@EiSIM By: Social Fi Cellular Network "EiSIM.NET"](mailto:info@EiSIM By: Social Fi Cellular Network \). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

14.6 Limitations Period. YOU AND EiSIM By: Social Fi Cellular Network "EiSIM.NET" AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TERMS, EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" OR THE CONTENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

14.7 Arbitration Agreement; Class Waiver; Waiver of Trial by Jury. Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by EiSIM By: Social Fi Cellular Network "EiSIM.NET" that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and EiSIM By: Social Fi Cellular Network "EiSIM.NET", and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to EiSIM By: Social Fi Cellular Network "EiSIM.NET" should be sent to: [ADD ADDRESS]. After the Notice is received, you and EiSIM By: Social Fi Cellular Network "EiSIM.NET" may attempt to resolve the claim or dispute informally. If you and EiSIM By: Social Fi Cellular Network "EiSIM.NET" do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If you initiate an arbitration in which you seek less than \$500 in damages and comply with the Terms, including the Notice Requirement, EiSIM By: Social Fi Cellular Network "EiSIM.NET" shall reimburse you for your AAA filing fee, and shall pay all administration and arbitrator fees up to a total amount of \$500. If the Arbitrator grants you an award, the company will reimburse your attorney's fees.

(d) Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(e) Time Limits. If you or EiSIM By: Social Fi Cellular Network "EiSIM.NET" pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and EiSIM By: Social Fi Cellular Network "EiSIM.NET", and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award

monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and EiSIM By: Social Fi Cellular Network "EiSIM.NET".

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and EiSIM By: Social Fi Cellular Network "EiSIM.NET" in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND EiSIM By: Social Fi Cellular Network "EiSIM.NET" WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Agreement.

(l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

(m) Small Claims Court. Notwithstanding the foregoing, either you or EiSIM By: Social Fi Cellular Network "EiSIM.NET" may bring an individual action in small claims court.

(n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) Claims Not Subject To Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement.

(p) Courts. In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Lafayette Parish, Louisiana, for such purpose.

14.8 Governing Law. The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of Louisiana, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.9 Choice of Language. It is the express wish of the parties that the Terms and all related documents have been drawn up in English. C'est la volonte expresse des parties que la presente convention ainsi que les documents qui s'y rattachent soient rediges en anglais.

14.10 Notice. Where EiSIM By: Social Fi Cellular Network "EiSIM.NET" requires that you provide an e-mail address, you are responsible for providing EiSIM By: Social Fi Cellular Network "EiSIM.NET" with your most current e-mail address. In the event that the last e-mail address you provided to EiSIM By: Social Fi Cellular Network "EiSIM.NET" is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, EiSIM By: Social Fi Cellular Network "EiSIM.NET"'s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to EiSIM By: Social Fi Cellular Network "EiSIM.NET" at the following address: 200 Travis Street, Suite 157 Lafayette Louisiana 70503 United States. Such notice shall be deemed given when received by EiSIM By: Social Fi Cellular Network "EiSIM.NET" by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

14.11 Waiver. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.12 Severability. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.13 Export Control. You may not use, export, import, or transfer EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" except as authorized by U.S. law, the laws of the jurisdiction in which you obtained EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES", and any other applicable laws. In particular, but without limitation, EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES" may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using EiSIM By: Social Fi Cellular Network "EiSIM.NET" "EiSIM.NET CONTENT & SERVICES", you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has



been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use EiSIM By: Social Fi Cellular Network “EiSIM.NET” “EiSIM.NET CONTENT & SERVICES” for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Company are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer EiSIM By: Social Fi Cellular Network “EiSIM.NET” products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

14.14 Consumer Complaints. In accordance with LOUISIANA Civil Code ADDRESS

14.15 Entire Agreement. The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

Questions or Additional Information.

EiSIM By: Social Fi Cellular Network “EiSIM.NET”

200 TRAVIS STREET, SUITE 157

LAFAYETTE, LOUISIANA 70503-2447

UNITED STATES OF AMERICA

EMAIL INFO.EiSIM.NET



## **EiSIM By: Social Fi Cellular Network FREE MEMBERSHIP PLAN TERMS OF SERVICE**

This Agreement is by and between EiSIM By: Social Fi Cellular Network a company incorporated and registered in LOUISIANA USA with headquarters in 200 Travis Street, Suite 157 Lafayette 70503 (“EiSIM By: Social Fi Cellular Network”) and the individual or legal entity (“the User”) who enters into a FREE MEMBERSHIP License (“License”) to the EiSIM By: Social Fi Cellular Network Platform Software (“Software”) and Services (“Service/s”) referencing this Agreement.

By accepting the terms of this License, either by (a) clicking a box or button indicating online acceptance, or (b) executing an offer or an order that incorporates these terms by reference or (c) beginning any use of the Service, the User agrees to be bound by these terms.

If the individual accepting these terms and conditions does so on behalf of a legal entity, they declare and warrant that they have the authority to bind that legal entity to comply with these conditions, and therefore the term “User” shall refer to such legal entity.

### **1 FREE MEMBERSHIP Account.**

1.1 The User will need to create a FREE MEMBERSHIP Account (“Account”) to use the Service.

1.2 The User agrees to provide EiSIM By: Social Fi Cellular Network with complete and truthful information regarding their Account and to update it when necessary, so that EiSIM By: Social Fi Cellular Network can communicate relevant information to the User according to this Agreement.

1.3 The User acknowledges that the same Account provided by the User to EiSIM By: Social Fi Cellular Network to subscribe to a “FREE MEMBERSHIP Plan”, as defined below, may be used in the future by EiSIM By: Social Fi Cellular Network to provide paid services to the User, if requested by the User. Therefore, it is important that the Account data is up-to-date and truthful.

## **2 FREE MEMBERSHIP License.**

2.1 Subject to the User's compliance with the terms and conditions of this Agreement, EiSIM By: Social Fi Cellular Network hereby grants to the User a free of charge License to access the EiSIM By: Social Fi Cellular Network Platform and use a limited version of the Services (“FREE MEMBERSHIP Plan”) for the “FREE MEMBERSHIP Term” as defined below. This License is limited, terminable, non-exclusive, non-transferable and non-sublicensable.

## **3 FREE MEMBERSHIP Plan.**

3.1 The features of the FREE MEMBERSHIP Plan are as described at the following address: <https://EiSIM By: Social Fi Cellular Network.net> or otherwise those made available by the EiSIM By: Social Fi Cellular Network Platform, at any time, for a FREE MEMBERSHIP Account.

3.2 EiSIM By: Social Fi Cellular Network may periodically modify the Service provided under a FREE MEMBERSHIP Plan.

3.3 EiSIM By: Social Fi Cellular Network, in its sole discretion, may also decrease the amount of resources allocated to a FREE MEMBERSHIP Account. The features and functionalities the User is entitled to use and the quantity of resources the User is allowed to use during a FREE MEMBERSHIP Plan are determined at EiSIM By: Social Fi Cellular Network's sole discretion and may be changed at any time.

## **4 FREE MEMBERSHIP Term and Termination.**

4.1 The FREE MEMBERSHIP Plan shall run for an indefinite period.

4.2 The User may terminate its FREE MEMBERSHIP Plan at any time without notice.

4.3 EiSIM By: Social Fi Cellular Network may terminate a FREE MEMBERSHIP Plan at any time by giving 15 days notice.

4.4 If the User does not use its FREE MEMBERSHIP Account for more than 30 days, EiSIM By: Social Fi Cellular Network may suspend that Account. After 30 days of such suspension, EiSIM By: Social Fi Cellular Network may close the FREE MEMBERSHIP Account and terminate the related FREE MEMBERSHIP Plan and License.

## **5 Data Retention.**

5.1 EiSIM By: Social Fi Cellular Network will retain the User's Data and Contents, as defined below, for the duration of the FREE MEMBERSHIP Plan and for a period of 30 days from the termination of the Plan as said above. After this period, EiSIM By: Social Fi Cellular Network may permanently delete all the User's Data and Contents without prior notice.

## **6 No Support.**

6.1 EiSIM By: Social Fi Cellular Network provides no support or assistance whatsoever under a FREE MEMBERSHIP Plan.

6.2 The User may seek assistance from the community of users using the Service, but EiSIM By: Social Fi Cellular Network disclaims any liability in this regard.

## **7 Service Availability.**

7.1 EiSIM By: Social Fi Cellular Network will make reasonable efforts to make Services available with minimal downtime, but EiSIM By: Social Fi Cellular Network makes no guarantees of uptime availability for Services.

7.2 EiSIM By: Social Fi Cellular Network does not offer configuration services, data backup and restore functionalities for FREE MEMBERSHIP Services.

## **8 Credentials.**

8.1 The User may only use its Account through the Credentials provided by EiSIM By: Social Fi Cellular Network. The User is directly responsible for the security of these Credentials. The User is directly responsible for all activities carried out using these Credentials.

8.2 The User must immediately inform EiSIM By: Social Fi Cellular Network in case they become aware or reasonably suspect that these Credentials have been violated or there is a risk of violation. The User must promptly inform EiSIM By: Social Fi Cellular Network of any unauthorized use or access and take all necessary actions to stop such unauthorized use or access as soon as possible.

## **9 User's Content Ownership and Responsibility.**

9.1 "Content/s" refers to any material uploaded by the User on the Platform, including but not limited to AI Models, code, data, text, graphics, images, applications or software. "AI Model/s" refers to a pre-trained machine learning model including algorithms and weights, which can be run to make predictions.

9.2 As between the parties, the User retains all right, title and interest in and to its Contents, including any and all intellectual property rights therein and thereto.

9.3 The User shall be responsible for the lawfulness of all Contents uploaded and/or transmitted through the Service. The User shall not upload or transmit Contents that constitute infringement of third-party private or commercial rights, or that anyhow are against applicable law.

9.4 The User shall indemnify and keep EiSIM By: Social Fi Cellular Network indemnified against any losses, damages, claims made by third parties, liabilities to third parties, costs and expenses (including all legal and other professional fees and expenses) incurred or suffered howsoever arising as a result of or in connection with a breach of the obligations set forth above.

9.5 EiSIM By: Social Fi Cellular Network shall have no obligation to monitor the Contents. However, EiSIM By: Social Fi Cellular Network reserves the right to reject, remove or cancel any Contents that EiSIM By: Social Fi Cellular Network in its sole discretion deems to be violating the User's obligations set forth above.

## **10 Lawful Use of the Service.**

10.1 The User shall not resell, sublicense, rent, or lease the Service, nor make it available to any party other than their "Team Members", as defined in the EiSIM By: Social Fi Cellular Network's Documentation.

10.2 The User shall not use the Service to violate the security or integrity of any network, computer or communications system, software application, or network or computing device.

10.3 The User shall not make network connections to any users, hosts, or networks unless the User has permission to communicate with them under this Agreement and the EiSIM By: Social Fi Cellular Network's Documentation.

10.4 The User shall not use manual or electronic means to avoid any use limitations placed on the Service, such as access, volume and storage restrictions.

10.5 The User shall not remove, modify or obscure the distinctive signs of EiSIM By: Social Fi Cellular Network that may be present on the Platform or otherwise in the vehicles for the delivery of the Service.

## **11 Suspension of the Service.**

11.1 In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in the Agreement, EiSIM By: Social Fi Cellular Network reserves the right to suspend provision of the Services if (a) EiSIM By: Social Fi Cellular Network deems such suspension necessary as a result of User's breach of Section "Lawful Use of the Service" as set forth above; (b) EiSIM By: Social Fi Cellular Network reasonably determines suspension is necessary to avoid material harm to EiSIM By: Social Fi Cellular Network or its users, including if the Services are experiencing a denial of service attack or other attack or disruption outside of EiSIM By: Social Fi Cellular Network's control; or (c) as required by law or at the request of governmental entities.

## **12 EiSIM By: Social Fi Cellular Network Proprietary Rights.**

12.1 The User acknowledges and agrees that the Service and the Software, including its sequence, structure, organization, source code and Documentation contains valuable intellectual property rights of EiSIM By: Social Fi Cellular Network.

12.2 The Software, Services and Documentation are licensed and not sold to the User, and no title or ownership to such Software, Services and Documentation, or the intellectual property rights embodied therein passes as a result of this Agreement or any act pursuant to this Agreement.

12.3 The Software, Services and Documentation, and all intellectual property rights therein are the exclusive property of EiSIM By: Social Fi Cellular Network, and all rights in and to the Software, Service and Documentation not expressly granted to User in this Agreement are reserved. Nothing in this Agreement will be deemed to grant, by implication, estoppel or otherwise, a license under any existing or future patents or copyrights of EiSIM By: Social Fi Cellular Network, except to the extent necessary for the User to use the Software and the Service as expressly permitted under this Agreement.

12.4 If the User provides any suggestions or feedback regarding the Service, then EiSIM By: Social Fi Cellular Network may use that information without any obligation to the User, and the User hereby irrevocably assigns to EiSIM By: Social Fi Cellular Network all rights, titles, and interests in that feedback or those suggestions.

## **13 License Restrictions.**

13.1 The User and its Team users shall not, and shall not permit or induce any third party to: translate, disassemble, decompile or reverse engineer any portions of the Software, or otherwise attempt to reduce the Software to human readable form or gain access to the source code to such Software (or the underlying ideas, algorithms, structure or organization of the object code in the Software), except as to the limited extent, if any, permitted by applicable law provided that User the first provides EiSIM By: Social Fi Cellular Network with written notice thereof; alter, modify, translate, adapt in any way, or create derivative works based on the Software; run any computer program that will directly use any underlying embedded components of the Software; assign, sublicense, resell, rent, lease, distribute, market, commercialize or otherwise transfer the Software or its generated code in whole or in part to any third party for any purpose; remove, alter or obscure any proprietary notices or labels on the Software or its individual components or any related documentation; disclose the results of any performance benchmarks to any third party without EiSIM By: Social Fi Cellular Network's prior written consent; use the Software to create, deliver training on, improve (directly or indirectly) or offer a substantially similar product or service.

## **14 Open Source Software.**

14.1 The Service may be based on or provided with open source libraries, components, utilities and other software created by EiSIM By: Social Fi Cellular Network or third parties (collectively, "Open Source Software"). The User's use of such Open Source Software will not be governed by this Agreement, but by the applicable open source license terms as provided in the files "LICENSE", "COPYING" or "NOTICE" or similar names within the software itself.

14.2 The User agrees to comply with terms and conditions contained in all such Open Source Software licenses. To the extent the terms of any open source licenses applicable to such Open Source Software prohibit any of the restrictions in this Agreement with respect to such Third Party Open Source Software, such restrictions will not apply to such Open Source Software.

14.3 To the extent the terms of any open source licenses require EiSIM By: Social Fi Cellular Network to make an offer to provide source code or related information in connection with the Open Source Software, such offer is hereby made.

## **15 NO WARRANTIES.**

15.1 THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT ALL USE OF THE SERVICE IS AT USER'S SOLE RISK AND THAT THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE."

15.2 EiSIM By: Social Fi Cellular Network MAKES NO EXPRESS WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE SERVICE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM EiSIM By: Social Fi Cellular Network OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15.3 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EiSIM By: Social Fi Cellular Network NOT REPRESENT OR WARRANT THAT: (A) THE USER'S USE OF THE SOFTWARE WILL MEET THE USER'S REQUIREMENTS, OR (B) THE USER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR.

15.4 NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL EXCLUDE OR LIMIT EiSIM By: Social Fi Cellular Network'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

15.5 THE USER UNDERSTANDS AND ACKNOWLEDGES THAT THE SERVICE IS NOT DESIGNED, INTENDED OR WARRANTED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL- SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS.

## **16 Infringement indemnification.**

16.1 Subject to the applicable conditions and limitations set forth in this Section, EiSIM By: Social Fi Cellular Network shall defend, or at its option, settle any suit, claim, or proceeding (collectively referred to as a "Claim") brought against the User and alleging that the Service provided hereunder directly infringes a patent, copyright or trademark presently issued in the country of delivery of such Service.

16.2 Remedies. If during the FREE MEMBERSHIP Term the Services are, or in EiSIM By: Social Fi Cellular Network's reasonable opinion are likely to become, the subject of a Claim, EiSIM By: Social Fi Cellular Network may, at its expense and option: (a) obtain the right for the User to continue to use the Service; (b) modify the Service so that it becomes non-infringing but is substantially functionally equivalent; or in the event that neither (a) or b) are commercially reasonable options, terminate the User's subscription and Plan to use the Service.

16.3 Exclusions. EiSIM By: Social Fi Cellular Network will have no obligation to the User to the extent any Claim is based upon or results from: (a) any Open Source Software; (b) The User's use of any version of the Software or Service not made available directly through EiSIM By: Social Fi Cellular Network; (c) the failure of the User to use an Update or Upgrade that would avoid the infringement; (d) a modification of the Service that is not performed by EiSIM By: Social Fi Cellular Network; (e) the combination, operation, or use of the Software or Services with any other products, services or equipment not provided by EiSIM By: Social Fi Cellular Network; (f) any intellectual property right owned or licensed by the User.

16.4 Conditions. The obligations of EiSIM By: Social Fi Cellular Network in this Section are conditioned upon the User (a) notifying EiSIM By: Social Fi Cellular Network promptly of any threatened or pending Claim, (b) giving EiSIM By: Social Fi Cellular Network reasonable assistance and information requested by EiSIM By: Social Fi Cellular Network in connection with the defense or settlement of the Infringement Claim and (c) tendering to EiSIM By: Social Fi Cellular Network sole control over the defense and settlement of the Infringement Claim. The User's counsel will have the right to participate in the defense of the Infringement Claim, at User's own expense. User will not, without the prior written consent of EiSIM By: Social Fi Cellular Network settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Claim.

16.5 Subject to the exclusions and limitations set forth above, the foregoing states EiSIM By: Social Fi Cellular Network's entire liability and obligation to User and User's sole remedy with respect to any actual or alleged infringement of any intellectual property rights of any kind.

## **17 Limitation of liability.**

17.1 Except for cases of gross negligence or intentional misconduct, in no event EiSIM By: Social Fi Cellular Network shall be liable to User for any lost profits or lost savings, indirect, incidental, punitive, special or consequential damages whether or not such damages are based on tort, warranty, contract or any other legal theory, even if EiSIM By: Social Fi Cellular Network has been advised, or is aware, of the possibility of such damages; in no event shall EiSIM By: Social Fi Cellular Network be liable for any damage, costs or expenses associated with warranty or intellectual property infringement claims, except as set forth in this Agreement, whether for the replacement or repair of the



Software, including labor, installation or other costs incurred by User and, in particular, any costs related to the removal or replacement of any Software soldered or otherwise permanently affixed or installed, excess procurement costs, or rework charges.

17.2 In any case, to the fullest extent permitted by applicable law, it is understood and agreed that EiSIM By: Social Fi Cellular Network's aggregate and cumulative liability towards the User under this Agreement shall be limited to 100.00 USD.

17.3 THIS LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF THIS AGREEMENT. THE USER UNDERSTANDS THAT EiSIM By: Social Fi Cellular Network WOULD NOT PROVIDE THE FREE MEMBERSHIP PLAN OR ANY RELATED SERVICES WITHOUT SUCH LIMITATION.

## **18 Privacy Policy.**

18.1 EiSIM By: Social Fi Cellular Network will respect the User's privacy and treat the data received from the User in accordance with Regulation USA LAW & (EU) 2016/679 "GDPR." The legal basis for processing the User's personal data is this contractual relationship. Additionally, EiSIM By: Social Fi Cellular Network will use the information collected for legitimate interests, such as communication with the User, the exercise and protection of legal rights, and/or the improvement of services.

18.2 The User acknowledges and understands that the Service is based on a system of servers located in various geographic areas within the WORLD.

18.3 EiSIM By: Social Fi Cellular Network will observe procedures to prevent the misuse or unauthorized use of the User's personal data. EiSIM By: Social Fi Cellular Network does not disclose, transfer, or sell the User's personal data to companies or third parties not directly involved in the primary purposes of providing the Service.

18.4 The data received may be communicated to EiSIM By: Social Fi Cellular Network's administrative offices and support staff to fulfill obligations of configuration management, maintenance management, assistance management, accounting management, and possibly to third parties for the activation, management, and/or maintenance of the services provided.

18.5 At any time, the User may exercise the right to access their personal data and request correction or deletion of the data, the limitation of processing of data concerning them, or object to processing, as well as the right to data portability. For any requests related to the processing of personal data, the User may send an email to the address [info@EiSIM By: Social Fi Cellular Network.net](mailto:info@EiSIM By: Social Fi Cellular Network.net).

## **19 Severance of terms.**

19.1 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of any other provision of this Agreement or the validity, legality or enforceability of such provision in any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

## **20 Choice of Law and Jurisdiction.**

20.1 This Agreement shall be interpreted and governed by the laws of LOUISIANA USA without giving effect to the conflict of laws or provisions of LOUISIANA USA or the actual country of residence of the Parties.

20.2 Any legal proceedings arising out of or relating to this Agreement and its construction, including those concerning this clause, will be subject to the sole jurisdiction of the court of Milan (LOUISIANA USA).

## **21 Amendments to this Agreement.**

21.1 EiSIM By: Social Fi Cellular Network may amend this Agreement from time to time. In this case, EiSIM By: Social Fi Cellular Network will post the amended terms and modify the effective date below. In case of relevant changes, EiSIM By: Social Fi Cellular Network will notify the User through the Platform and/or by e-mail. [[info@eisim.net](mailto:info@eisim.net)]  
200 Travis Street, Suite 157. Lafayette Louisiana 70503-2447 USA



## Terms and conditions

**These general terms and conditions apply to any and all use of products and services offered by EiSIM By: Social Fi Cellular Network from time to time, including the Products and Services.**

### 1. Definitions

#### **Access Services**

Means the Services described in the EiSIM By: Social Fi Cellular Network Description, as amended from time to time.

#### **Airtime**

Means wireless airtime and network capacity.

#### **Bearer Services**

Means the provision by EiSIM By: Social Fi Cellular Network to the Customer of GPRS Bearer, SMS and/or any other Bearer Services (including 3G, 4G, 5G), which EiSIM By: Social Fi Cellular Network may from time to time provide according to the Service Description , as amended from time to time.

#### **Call-Off Order**

Means a request by Customer to procure Services under the Agreement.

#### **Charges**

Means any and all fees and/or charges under the Agreement.

#### **Communications Module**

The communications component which provides wide area (2G, 3G, 4G, 5G, 6G DATA ONLY) radio connectivity, comprising of Communications Module firmware, radio baseband chipset and UICC

#### **Confidential Information**

Means all information transferred to the other Party under the Agreement or during negotiations before execution of the Agreement. The term Confidential Information includes, but is not limited to designs, plans, samples, equipment, reports, personal data (including but not limited to Customer data), subscriber lists, pricing information, performance reports, studies, drawings, schedules, specifications, technical data, databases, Software in any form, documentation, and correspondence between the Parties under the Agreement and any other business or technical information. Excluded from Confidential Information is information which the recipient had in its possession without confidential limitation prior to disclosure, which is independently developed by either Party, which is known or becomes known to the general public without breach of the Agreement or which is received rightfully and without confidential limitation from a third party.

#### **Value Added Services**

Means the Value-Added Services such as installation, insurance, field Bearer Services, repair etc. as may be made available from time to time by EiSIM By: Social Fi Cellular Network.

**Customer Backend**

Means the Customer's IT service platform which communicates with the (End) Customer Device using the Access Services and Roaming Network Services.

**Device**

Means the wireless device, or Equipment incorporating a UICC, Communications Module and firmware which controls the behavior and application logic.

**End Customer Services**

Means the Services provided by the Customer to End Customers.

**End-User Licensed Software**

Means any software, the license terms for which are governed by a separate agreement with the licensor of such software, typically by means of a "click-wrap" or "shrink-wrap" license agreement.

**Equipment**

Means the Device or any other equipment approved for connection to or use with the Network including any Software and documentation.

**Incident**

Means an unplanned interruption or reduction of quality of the Services. Incidents are managed through the Incident management process as set out in the Service Level Agreement (Annex 4).

**Initial Term**

Means the term from the Effective Date and for the number of months stipulated in the main body of the Agreement.

**SOCIAL-FI.NET**

Means the services described in the Service Description, as amended from time to time, including Bearer Services Coverage area and roaming control.

**IoT Solution**

means Customer's entire communication IoT Solution, including Device, Equipment, Customer Backend, applications and servers, network equipment and Internet Service Providers.

**Major Network Disturbance**

Means a Network Disturbance which has the following characteristics: (a) regional interruption of the Access Services or Roaming Network Services; or (b) global interruption or degradation of the Access Services or Roaming Network Services.

**Minor Network Disturbance**

Means a Network Disturbance which has the following characteristics: (a) a single Roaming Provider or country with interruption or degradation of the Access Services or Roaming Network Services; or (b) regional degradation of the Access Services or Roaming Network Services.

**MSU**

Means Message Signaling Unit, a data packet that carries signaling information which are transmitted through either a Signaling System Number 7 (SS7) or a diameter network.

**Network**

Means all of the cables, exchanges, transmitters, receivers, computer hardware and software, and other equipment and facilities by which the Services are provided (excluding equipment owned or used by the Customer and by other users and customers of the Services).

**Network Disturbance**

Means the temporary interruption or degradation of the Access Services due to an Incident, faults in roaming partners' network or non-compliance with Network Communications policy (Annex 6).

**PTCRB**

Means the independent body established as the wireless device certification forum by North American Mobile Network Operators. For more information, see <http://ptcrb.com>

**Prolongation Term**

Means the prolongation of the Agreement in accordance with the Frame Service Agreement.

**Primary Contact**

Means the person appointed by the Customer and stated in this Agreement, who will act as the key interface and primary contact point with EiSIM By: Social Fi Cellular Network.

**Roaming Network Services**

Means the network connectivity and communication services as supplied by the Roaming Provider.

**Roaming Provider**

Means a third-party supplier which supplies the mobile network connectivity and communication services.

**End Customer**

Means the customer(s) of the Customer to whom the Customer provides End Customer Services under the terms of an End Customer Agreement.

**Service**

Means services and products as agreed with the Customer, including but not limited to SOCIAL-FI.NET, SOCIAL-FI.NET DATA-SIM NETWORK, 2Access, and/or Value-Added Services, as further described in the relevant Annexes (as amended from time to time by EiSIM By: Social Fi Cellular Network and constituting an integral part of the Agreement) offered by EiSIM By: Social Fi Cellular Network to Customer in accordance therewith. The services offered under this Agreement shall only include IoT services as defined by the GSMA in their reference document BA.48 ("Allowed Use"). All other use of the Services or part(s) thereof, require case-by case approval in writing by EiSIM By: Social Fi Cellular Network, which may be withheld at the sole discretion of EiSIM By: Social Fi Cellular Network.

**SIM Card**

Means the card, bearing a unique ICCID, IMSI and MSISDN, and the related personal unlocking key , used with the Equipment to enable access to the SOCIAL-FI.NET Service.

**SIM Card Charges**

Means the non-usage dependent part of the Charges payable on a monthly basis per SIM Card.

**Software**

Means any software (including End-User Licensed Software) supplied to the Customer by EiSIM By: Social Fi Cellular Network or any other supplier under the terms of or in respect of this Agreement.

**SOCIAL-FI.NET DATA-SIM NETWORK**

Means the platform as further described in the SOCIAL-FI.NET DATA-SIM NETWORK Service Description, as amended from time to time.

**Termination Notice**

Means written notice to terminate this Agreement.

**Transition Services**

Means the provision of migration of End Customer Services including the provision of such End Customer information and Customer staff and resource as EiSIM By: Social Fi Cellular Network may reasonably require and to the extent commercially necessary to ensure the seamless transfer of End Customers from the Customer to EiSIM By: Social Fi Cellular Network or a third party.

**SOCIAL-FI.NET DATA-SIM NETWORK: special Terms & Conditions**

Means the special terms and conditions governing the use of the SOCIAL-FI.NET DATA-SIM NETWORK Service, as amended from time to time.

**Working Day**

Means a day (other than a Saturday/Sunday) on which banks in the UNITED STATES OF AMERICA are open for of banking transactions.

**2. CALL-OFF ORDERS**

2.1. When Customer desires to purchase Services under this Agreement (including but not limited to SOCIAL-FI.NET, SOCIAL-FI.NET DATA-SIM NETWORK and 2Access) Customer shall submit a written Call-Off Order via the Order Form, based on the template as provided by EiSIM By: Social Fi Cellular Network, approved and signed by an authorized representative of Customer. The Customer shall send the Call-Off Order to the e-mail address as specified in Annex 1 Authorized and Contact Persons.

2.1. The Call-Off Order shall be in a format as provided by EiSIM By: Social Fi Cellular Network. Applicable and current versions of Call-Off Order or Order Form templates can be supplied by EiSIM By: Social Fi Cellular Network upon request.

2.2. The Customer approves the persons stated in Annex 1 Authorized and Contact Persons.

2.3. EiSIM By: Social Fi Cellular Network may, in its sole discretion, accept a Call-Off Order by sending a Confirmation back to Customer, within fourteen (14) working days as of the date of the relevant Call-Off Order. A Call-Off Order not confirmed within the fourteen (14) working days period shall be deemed as declined by EiSIM By: Social Fi Cellular Network. EiSIM By: Social Fi Cellular Network shall under no circumstances be obliged to acknowledge, accept or confirm an Order.

2.4. EiSIM By: Social Fi Cellular Network undertakes to use all reasonable endeavors to fulfill any accepted and confirmed Call-Off Order as soon as reasonably practicable and if possible by the requested dates for delivery/commencement.

2.5. During the Term of the Agreement, any and all purchases and/or licensing made by Customer from EiSIM By: Social Fi Cellular Network for hardware, software, documentation and/or services that directly or by implication is related to the Services shall automatically be deemed as a purchase made under this Agreement as amended from time to time, unless otherwise explicitly agreed between the Parties in a separate written agreement.

2.6. Services are dependent on the Customer and EiSIM By: Social Fi Cellular Network agreeing on a term for such service. If the Customer desires to purchase Services, the Parties shall agree on the term in the relevant Call-Off Order. If no term is agreed in the Call-Off Order the term shall be twelve (12) months calculated from the Activation of each of Service. Unless terminated no later than three (3) months prior to the expiration of the term, the relevant service shall run until either of the Parties terminates the service with three (3) months' notice at any time, such notice to be in writing. If a term of any Service remains when the Agreement expires or is terminated, the Agreement shall continue to apply until the term for such Service has expired or has been terminated.

**3. BILLING ARRANGEMENTS**

3.1. Charges will be invoiced by the end of each calendar month.

3.2. EiSIM By: Social Fi Cellular Network shall by the end of each calendar month, submit to the Customer one or more invoice(s) which shall itemize charges for the Services.

3.3. All Charges shall be based upon call and billing data recorded by EiSIM By: Social Fi Cellular Network and/or agreed non-usage dependent fee.

3.4. The Customer hereby agrees to pay the Charges in full without any deduction or set-off to EiSIM By: Social Fi Cellular Network within 30 days following the date of invoice for such Charges.

3.5. Without prejudice to any other rights of EiSIM By: Social Fi Cellular Network in the event of the Customer failing to pay any sums due to EiSIM By: Social Fi Cellular Network on time or at all notwithstanding notification of the overdue debt to the Customer EiSIM By: Social Fi Cellular Network shall be entitled to:



1. a) charge interest in accordance with the statutory commercial interest rate in the UNITED STATES OF AMERICA ('handelsrente') on amounts overdue from the Customer under this Agreement from the due date until the payment is actually made and charge all administrative charges made and to be made to collect overdue amounts; and
  2. b) suspend the provision of the Services and the performance of customer services and/or until such time as all payments due including all interest accrued has been paid and satisfied in full; and
  3. c) decline any and all incoming Call-Off Orders from the Customer.
- 3.6. EiSIM By: Social Fi Cellular Network reserves the right to review any credit applied to this Agreement. EiSIM By: Social Fi Cellular Network may require from the Customer a deposit as security for payment of Charges. The Customer may request the return of any deposit paid at the expiry of any 12-month period but the decision to return any deposit prior to termination of the Agreement will be at the discretion of EiSIM By: Social Fi Cellular Network. EiSIM By: Social Fi Cellular Network reserves the right to set off any deposit against the Charges.
- 3.7. In the event that the Customer has not disputed an invoice within three (3) months after the issuance of such invoice, the Customer forfeits the right to dispute the invoice, including parts thereof.
- 3.8. The Charges agreed in Annex 2 (with sub-annexes), can be changed from time to time by EiSIM By: Social Fi Cellular Network by notifying the Customer of the changed prices and rates at least 1 (one) calendar month before they take effect.

#### **4. SERVICE STANDARDS**

- 4.1. EiSIM By: Social Fi Cellular Network will perform its obligations in this Agreement with the reasonable skill and care of a competent service provider and will do its utmost to deliver the Services in such way that they conform in all material respects to the description of the same in the applicable product and service descriptions under Annex 3 with sub-annexes (as amended from time to time). Further, EiSIM By: Social Fi Cellular Network provides service levels as described in Annex 4 with sub-annexes.
- 4.2. EiSIM By: Social Fi Cellular Network will provide the Service consistent with prevailing industry standards in a manner that endeavors to minimize errors and interruptions in the Service. The Service may be temporarily unavailable for scheduled maintenance, either by EiSIM By: Social Fi Cellular Network or by third-party providers, or for other causes beyond EiSIM By: Social Fi Cellular Network's reasonable control. For the avoidance of doubt EiSIM By: Social Fi Cellular Network is not liable for any unavailability of the Services under the above circumstances.
- 4.3. The Customer acknowledges that the provision of Airtime is subject to the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the Airtime in terms of line clarity and call interference. For the avoidance of doubt EiSIM By: Social Fi Cellular Network does not warrant any Airtime. It is the Customer's responsibility to ensure Airtime on sites where Customer intends to use the Services.
- 4.4. EiSIM By: Social Fi Cellular Network may, where reasonable, from time to time and without notice and without prejudice to its rights hereunder, suspend any Service and at its discretion disconnect a SIM Card in any of the following circumstances, provided that it shall use reasonable endeavors to restore the Services and reconnect the SIM Card as soon as reasonably practicable:
1. a) during any technical failure, modification or maintenance of the Network; and/or
  2. b) if the Customer fails to comply with the terms of this Agreement (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied; and/or
  3. c) if the Customer fails to comply with the SOCIAL-FI.NET DATA-SIM NETWORK Special Terms and Conditions (Annex 5.2) until such failure to comply is remedied; and/or
  4. d) if the Customer fails to comply with the terms of the Network Communication Policy in Annex 6 until such failure to comply is remedied; and/or
  5. e) if the Customer causes anything, which in EiSIM By: Social Fi Cellular Network's reasonable opinion may have the effect of jeopardizing the operation of the Network or the Services, or the Services are being used in a manner prejudicial to the interest of the Customer and/or EiSIM By: Social Fi Cellular Network; and/or

6. f) due to an emergency or upon instruction by emergency services or any government or appropriate authority or for the Customer's own security.
  7. g) if Customer fails to comply with applicable laws and regulations.
- 4.5. During any period of suspension arising from the circumstances detailed in Article 5.4., the Customer shall remain liable for all Charges levied in accordance with this Agreement.

4.6. EiSIM By: Social Fi Cellular Network may vary or modify any Service, as required by legislation or other relevant authority.

4.7. The Customer warrants and undertakes to ensure that each Device used by Customer or provided to End Customer shall comply in all material respects with the latest applicable issues of European and international standards to the extent such compliance is required by European or International legislation, law or regulation.

## **5. OBLIGATIONS OF THE CUSTOMER**

5.1. The Customer undertakes that throughout the Initial Term and Prolongation Term, if applicable, it will take all necessary steps to ensure that its employees and/or End Customers as applicable will:

1. a) comply with and use any Service in accordance with this Agreement including any Annex and sub-annex;
2. b) notify EiSIM By: Social Fi Cellular Network immediately (and to confirm in writing) on becoming aware that any Device has been lost or stolen or that any person is making improper or illegal use of the Device, SIM Card or the Services. The Customer will be responsible for any Charges incurred as a result of unauthorized use of any Device, or SIM Card, or the information contained within a SIM Card, until EiSIM By: Social Fi Cellular Network has received a request from the Customer to suspend the Services to that Device or SIM Card;
3. c) not use the Services fraudulently or in connection with a criminal offence or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any person's intellectual property rights or rights of privacy or is otherwise unlawful;
4. d) provide its services to End Customers with all reasonable skill and care;
5. e) comply at all times with such reasonable operational requirements of EiSIM By: Social Fi Cellular Network as may be notified to the Customer from time to time;
6. f) provide such information relating to the provision of the End Customer Services as EiSIM By: Social Fi Cellular Network may reasonably require, evidencing, to EiSIM By: Social Fi Cellular Network's satisfaction, the Customer's compliance with its obligations set out in this Agreement, including but not limited to, keeping EiSIM By: Social Fi Cellular Network informed of the progress of its business with End Customers.
7. g) not act or omit to act in any way which will or may bring EiSIM By: Social Fi Cellular Network into disrepute or place EiSIM By: Social Fi Cellular Network in breach of any licenses; authorizations, provisions of law or regulation and/or directions applicable to EiSIM By: Social Fi Cellular Network;
8. h) not procure End Customers for any improper, immoral or unlawful purpose;
9. i) not directly or indirectly be involved or knowingly recklessly or negligently permit any other person to be involved in any fraud and shall immediately upon becoming aware of any such fraud notify EiSIM By: Social Fi Cellular Network and comply with such procedures and rules adopted by or binding on EiSIM By: Social Fi Cellular Network from time to time concerning such fraud;
10. j) not use any name, trademark or other designation of EiSIM By: Social Fi Cellular Network including any contraction, abbreviation, or simulation of any of the foregoing in, advertising publicity or marketing activities without the prior written consent of EiSIM By: Social Fi Cellular Network;
11. k) comply with any and all guidelines issued by EiSIM By: Social Fi Cellular Network to the Customer in respect of branding and use of trademarks, logos and other such intellectual property in respect of the Services;
12. l) appoint a Relationship Manager to liaise with EiSIM By: Social Fi Cellular Network on all matters relevant to this Agreement; and;
13. m) comply with all applicable laws.

5.2. The Customer is obliged to incorporate the SOCIAL-FI.NET DATA-SIM NETWORK Special Terms and Conditions in Customer's agreements with its End Customers.

## **6. END-USER LICENSED SOFTWARE**

6.1. The Customer recognizes that the Services may be dependent upon End-User Licensed Software and if the Customer does not accept the license terms relating to any End-User Licensed Software, EiSIM By: Social Fi Cellular Network shall

have no liability whatsoever for any failure to provide the Services to the Customer where the Services depend on the use of End-User Licensed Software.

6.2. Where the Customer accepts the terms of a license in respect of any End-User Licensed Software, then those license terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software.

## **7. TERMINATION OF THE AGREEMENT**

7.1. A Termination Notice may be given by either Party and the Agreement terminated with immediate effect if:

1. a) the other Party is in material breach; and (i) the breach is capable of remedy and the Party in breach shall have failed to remedy the breach within thirty (30) days of written notice specifying the breach and requiring its remedy, or (ii) the breach is not capable of remedy, or the breach is that material that granting a cure period is not acceptable for the Party invoking the breach; or
  2. b) bankruptcy or insolvency proceedings are brought against the other Party;
- or the other Party enters into liquidation or becomes insolvent as defined in the Dutch Bankruptcy Act or has been granted a (provisional) suspension of payments or makes a request for either of these;
- or reaches a settlement regarding payment of its debt for the benefit of its creditors;
- or has a receiver, administrator or administrative receiver appointed over all or substantial parts of its assets.

7.2. A Termination Notice may be given to EiSIM By: Social Fi Cellular Network by the Customer and the Agreement terminated two (2) calendar months thereafter, if EiSIM By: Social Fi Cellular Network substantially varies the terms and conditions of the Agreement to the Customer's material disadvantage.

7.3. The Customer shall ensure in its respective agreements with End Customers e.g. by respective consent declarations and commits itself that in the event that a Termination Notice is served by EiSIM By: Social Fi Cellular Network on the Customer pursuant to this Agreement and at the exclusive option of EiSIM By: Social Fi Cellular Network (the exercise of such option to be notified to the Customer in writing within 5 Working Days of service of any notice of termination of this Agreement or within such longer period as the Parties shall agree):

1. a) the Customer agrees to provide EiSIM By: Social Fi Cellular Network with details of all its End Customers who use the Services in order that EiSIM By: Social Fi Cellular Network may approach such End Customers to determine whether they require ongoing provision of the Services directly from EiSIM By: Social Fi Cellular Network or another third party with whom EiSIM By: Social Fi Cellular Network has a relationship, and which third party is capable of providing services equivalent to the Services;
  2. b) the Customer and EiSIM By: Social Fi Cellular Network shall co-operate and shall agree processes and procedures within 5 Working Days of service of such notice pursuant to Article 8.3 a) for communicating with End Customers as to the consequences of termination of this Agreement for End Customers; and
  3. c) the Customer agrees to provide Transition Services to EiSIM By: Social Fi Cellular Network for a period of 60 Working Days from the date of termination of this Agreement in respect of such transfer or assignment of End Customers, without charge to EiSIM By: Social Fi Cellular Network.
- 7.4. Notwithstanding the foregoing, EiSIM By: Social Fi Cellular Network reserves the right, without liability, to discontinue parts of its Service offering, in the event that a technology necessary for the provision of a Service offered becomes obsolete, or is otherwise discontinued, for instance if a network technology is discontinued by a supplier of EiSIM By: Social Fi Cellular Network. EiSIM By: Social Fi Cellular Network shall provide reasonable notice to Customer before the actual discontinuation of such Service. Moreover, EiSIM By: Social Fi Cellular Network reserves the right to modify or terminate any or all of the Services at any time, without liability for EiSIM By: Social Fi Cellular Network, if necessary due to a change in relevant law, regulation, export control laws and regulations, all applicable economic, trade and financial sanctions laws, regulations, and embargoes or restrictive measures or similar. EiSIM By: Social Fi Cellular Network shall notify Customer of any such modification or termination in question within a reasonable period of time.

## **8. OWNERSHIP**

8.1. Title to, and all intellectual property rights in the Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of EiSIM By: Social Fi Cellular Network respectively the owner of the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to

the Customer's or End-Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.

8.2. Except as expressly provided in this Agreement, nothing in this Agreement will be deemed to or require EiSIM By: Social Fi Cellular Network to transfer, assign or license any intellectual property rights to the Customer.

8.3. All information or materials supplied to EiSIM By: Social Fi Cellular Network by the Customer in connection with the Agreement, together with the copyright therein, will remain the property of the Customer with the understanding that EiSIM By: Social Fi Cellular Network will have an unrestricted global license to use such information or materials to perform the Services.

## **9. DATA PROCESSING**

Should Customer process personal data when using the Services, and such use result in loss, damage and/or cost to EiSIM By: Social Fi Cellular Network, Customer shall indemnify and hold EiSIM By: Social Fi Cellular Network harmless against any such loss, damage and/or cost.

## **10. LIABILITY**

10.1. EiSIM By: Social Fi Cellular Network shall not be liable to the Customer in respect of any matter arising out of or in connection with this Agreement or otherwise for any loss (whether direct or indirect) of profit, business, revenue, anticipated savings, goodwill or any loss or corruption of data, or any indirect or consequential loss or damage whatsoever.

10.2. EiSIM By: Social Fi Cellular Network does not accept liability for any effects upon Customer's Equipment or any effects upon Customers users (including End Customers) of the Customer's Equipment, or upon any electronic or radio systems in equipment, vehicles or aircraft in the vicinity of such users, of any emissions or transmissions to, from, by or through the Network and/or the Customer's Equipment.

10.3. Nothing in this Agreement shall exclude or restrict the liability of either Party for:

1. a) death or personal injury resulting from that Party's gross negligence and willful intent;
2. b) claims for financial damage caused by gross negligence or willful intent;
3. c) claims in respect of any indemnities set out in the Agreement;
4. d) fraud or fraudulent misrepresentation; or
5. e) any loss or damage arising under Annex 5.2 – SOCIAL-FI.NET DATA-SIM NETWORK Special Terms and Conditions.

10.4. EiSIM By: Social Fi Cellular Network's aggregate liability of any sort resulting from EiSIM By: Social Fi Cellular Network's negligence or otherwise arising in connection with this Agreement shall be limited to the amount Customer paid for the Services during the prior 12 calendar months.

10.5. The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law.

10.6. EiSIM By: Social Fi Cellular Network does not accept liability for the acts or omissions of other providers of telecommunication services.

10.7. Nothing in this Agreement shall give rise to any contractual relationship between EiSIM By: Social Fi Cellular Network and an End Customer.

10.8. The Customer shall be solely liable for its obligations to End Customers in respect of the provision of End Customer Services and accordingly indemnifies EiSIM By: Social Fi Cellular Network in respect of all costs and expenses incurred by EiSIM By: Social Fi Cellular Network resulting from any claims brought directly against EiSIM By: Social Fi Cellular Network by any End Customer in respect of the provision to that End Customer of End-Customer Services.

10.9 Customer agrees to indemnify and hold EiSIM By: Social Fi Cellular Network harmless from and against all liabilities which are not caused by gross negligence by EiSIM By: Social Fi Cellular Network, and all losses incurred by EiSIM By: Social Fi Cellular Network in connection with claims (including without limitation, all losses, claims, charges, demands and damages) resulting from fraudulent use by Customer's own and external operators' customers.

10.10 Customer agrees to indemnify and hold EiSIM By: Social Fi Cellular Network harmless from and against any and all liabilities and all losses incurred by EiSIM By: Social Fi Cellular Network in connection with claims (including without limitation, all losses, claims, charges, demands and damages), penalties, fines or other sanctions from regulatory authorities or similar, resulting from Customer's traffic and use of the Services in violation of applicable regulatory requirements.

10.11. The Customer shall be solely liable to EiSIM By: Social Fi Cellular Network in respect of all Charges relating to any Services provided by EiSIM By: Social Fi Cellular Network to the Customer under this Agreement:

1. a) whether or not the Customer incorporates the Services in the End Customer Services; and
2. b) irrespective of whether or not the End Customer agreement is terminated for any reason.

10.12. No action, regardless of form, arising out of any alleged breach of the Agreement or obligations under the Agreement may be brought by the Customer more than two (2) months after the cause of action has occurred.

## **11. FORCE MAJEURE**

11.1. EiSIM By: Social Fi Cellular Network shall not be liable for non-performance or defective or late performance of any of its obligations hereunder to the extent and for such periods of time as such non-performance, defective or late performance is due to causes and/or conditions outside of EiSIM By: Social Fi Cellular Networks reasonable control.

11.2. Causes and/or conditions outside of a Party's reasonable control shall include, but not be limited to, strikes and other labor disputes, fire, explosions, floods, earthquakes, typhoons, epidemics, wars (whether declared or undeclared), government acts (including failure to act) (de jure or de facto), riots, revolutions, sabotage or severe weather conditions which the Party claiming excuse could not have reasonably foreseen the effects of or made alternative arrangements for.

11.3. Strikes and other labor disputes shall only be considered as causes and/or conditions outside of a Party's reasonable control if (i) the Party is not able to perform the obligations that the Party is precluded from as a result of such strike, and (ii) there are no other similar means or ways available, e.g. transport worker strike or boycott stopping loading or discharge shall not be considered as causes and/or conditions outside of a Party's reasonable control if and to the extent goods may be air freighted as an alternative. In case of a situation beyond the affected Party's reasonable control, the affected Party shall without undue delay notify the other Party in writing and furnish the other Party with all relevant information thereto.

11.4. In case of delay caused by causes and/or conditions outside of a Party's reasonable control, the right of relief shall apply irrespective of whether the cause of delay occurs before or after the agreed completion date.

11.5. Should a delay caused by causes and/or conditions outside of a Party's reasonable control continue for more than three (3) months, either Party shall then, have a right to terminate the Agreement or Call-Off Order, as relevant, upon reasonable advance notice to the other Party.

## **12. CONFIDENTIALITY**

12.1. All information (oral, visual and written) transferred to the other Party under the Agreement or during negotiations before execution of the Agreement shall be treated by the receiving Party as confidential. The Parties agree:

- to maintain the confidentiality of such Confidential Information and not disclose the same to any third party, except as authorized by the original disclosing Party in writing. Such Confidential Information also includes oral and visual Confidential Information.
- to restrict disclosure of Confidential Information to employees, consultants and group companies who have a "need to know". Such Confidential Information shall be handled with the same degree of care that the receiving Party applies to its own Confidential Information but in no event less than reasonable care.
- To not use any Confidential Information except as provided herein and no grant under any proprietary rights is hereby given or intended.
- to use such Confidential Information only as required for performance of its Service offering or the Agreement.

12.2. However, each Party may disclose Confidential Information in accordance with judicial or governmental order, mandatory legal requirement, in relation to providing evidence in case of legal proceedings or applicable mandatory regulations.



12.3. The Confidential Information shall be considered confidential for a period of five (5) years from the termination or expiration of the Agreement, as relevant.

### **13. ASSIGNMENT**

EiSIM By: Social Fi Cellular Network may assign this Agreement to a company within its own group of companies that is wholly owned by, or under the control of, EiSIM By: Social Fi Cellular Network or EiSIM By: Social Fi Cellular Network's ultimate parent company without Customer's prior written consent. All other assignments of this Agreement require the other Party's prior written consent. Any purported assignment of this Agreement without obtaining the required written consent will be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives and assignee's.

### **14. NOTICES**

14.1. Notices required to be given by one Party to another shall be deemed properly given if reduced to writing and personally delivered or sent by registered or certified post or e-mail to the address(es) in Annex 1, postage prepaid and shall be effective upon receipt.

14.2. Either Party may from time to time, by written instructions to the other Party, change the addresses or e-mail addresses for giving notice.

### **15. HEADINGS**

Headings used in these conditions or throughout the Agreement are used for convenience only and shall not affect the interpretation of the Agreement.

### **16. NO WAIVER**

The failure of either Party to insist, in one or more instances, upon the performance of any of the terms or conditions of the Agreement, or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions or the future exercise of such right, and the obligation of Customer or EiSIM By: Social Fi Cellular Network with respect to such future performance shall continue in full force and effect.

### **17. GOVERNING LAW**

The Agreement shall be governed by and construed in accordance with the substantive laws of the UNITED STATES OF AMERICA

### **18. SEVERABILITY**

Each provision of the Agreement shall be construed in such a manner as to be effective and valid under the substantive laws of the UNITED STATES OF AMERICA. If any article of the Agreement should be null and void or declared not applicable by a competent court, that article will be deemed to have been replaced by a provision to be agreed upon between the Parties that approximates as closely as possible the intention that Parties intended when drafting the void or nullified article and the other articles of this Agreement will remain in full force and effect.

### **19. SETTLEMENT OF DISPUTES**

19.1. Each Party shall promptly notify the other Party in writing of any dispute arising under this Frame Service Agreement, Annex or Order Form. Following such notice, the Parties shall discuss and escalate such disagreements up to management or board level of both the Parties to reach a mutually acceptable solution. If the Parties have not reached an agreement or settlement within sixty (60) days from receipt by one Party of notice of the dispute from the other, such disagreements may be referred to by either Party, as appropriate, to the competent regulator or industry committee installed by law for a specified purpose, and/or to the competent court in in Lafayette, Louisiana, the UNITED STATES OF AMERICA.

19.2. This Article 20 shall not prevent either Party from obtaining injunctive relief from a court of competent jurisdiction to preserve the status quo, while it seeks to enforce its rights under this Article 20.

### **20. ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, oral statements, and understanding of any nature whatsoever. Any change to the Agreement requested either by Customer or EiSIM By: Social Fi Cellular Network may only be affected if mutually agreed upon in writing by duly authorized representatives of the Parties.

## **21. MODIFICATION OF THE AGREEMENT**

No modification, amendment or other change may be made to the Agreement or any part thereof unless reduced to writing and executed by authorized representatives of both Parties.

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