

## GENERAL TERMS AND CONDITIONS (“GTC”)

### 1. DEFINITIONS

“Client”	A party (other than the Company) that has signed a Proposal.
“Company”	Voicenter Ltd., a private limited liability company incorporated and registered under the laws of the State of Israel (registration No. 514039718).
“Services”	Communication, telephone network, conference rooms, user licenses, extensions, monitors, queues, voice mails, softphones, applications, API licenses, network, Local Numbers, Gold Numbers, and other services, including without limitation, consultation services provided by the Company to the Client as described in the Accepted Proposal.
“Network and Technical Requirements”	An appendix sent to the Client upon subscription to the Services detailing the network and technical requirements the Client must meet in order for it to receive the Company’s Services and shall include among others the following requirements: (a) a symmetrical bandwidth of 50 kbps for each concurrent call; (b) installation requirements of the Product and/or Service prescribed in the Accepted Proposal; (c) a static IP address at the Client’s internet provider account for the support of advance features; (d) fully functional internet and power sockets at the Client’s premises; and (e) requirements regarding linkage to analog phones, if requested by the Client.
“Offsite Installation and Support”	Installation and support provided to the Client for Products and Services from afar via the telephone or the internet.
“Onsite Installation and Support”	Installation and support provided to the Client for Products and Services directly at the Client’s premises.
“Product”	Phones, headphones, routers and peripheral equipment to such products.
“Proposal”	A written proposal delivered by the Company to a prospective Client.
“Cpanel Interface”	The Company’s secured internet interface through which the Client manages his Account in the Company and performs all actions.
“Gold Number”	A catchy and easy to remember phone number.
“Local Number”	Worldwide direct inbound dialing number .

### 2. GENERAL PROVISIONS

- 2.1. The terms and conditions set forth in these GTC constitute an integral part of any Proposal and are to be considered as an addition and supplement thereto.
- 2.2. In any event of contradiction between the provisions of these GTC and those prescribed in a respective Proposal, the provisions of the Proposal shall prevail.

### 3. THE PROPOSAL

- 3.1. Unless prescribed otherwise in a Proposal, each Proposal shall be valid for a period of 30 days following the date set forth therein.
- 3.2. A proposal shall be considered as accepted and approved by the Client upon the occurrence of the earlier of the following (an “**Acceptance**”): (a) the delivery of a signed Proposal by the Client to the Company; (b) the actual delivery, provision and/or installation of the Product and/or Service prescribed in the Proposal to the Client; or (c) any payment on account of said Product and/or Service by the Client to the Company. A Proposal that has been Accepted shall be referred to as an “**Accepted Proposal**”.

- 3.3. Notwithstanding the provisions of Section 3.2, any Acceptance that includes a change and/or revision of and/or deviation from any of the provisions of the underlying Proposal shall not be binding upon the Company and shall not be deemed an “Accepted Proposal”, unless subsequently approved in writing by a duly authorized representative of the Company, while specifically addressing and confirming such change and/or revision and/or deviation.
- 3.4. If any person uses the Service or Product on behalf of a Client, such person represents and warrants that he: (i) has have read these GTC and the Accepted Proposal, (iii) has fully understood these GTC and the Accepted Proposal, and (iv) has agreed to the provisions these GTC and the Accepted Proposal; and if such person is an entity, then such entity has done all of the above and has entered into these GTC with authority and the persons using the Service or Product and contracting on behalf of such entity are authorised to do so.
- 3.5. The Client confirms that any additional developments, upgrades and interfaces to additional systems and/or third party software and/or any additional tasks and supplements with respect to the Services and/or Products which are not prescribed in the Proposal are not included in the original pricing and shall be priced separately by the Company.

#### 4. TERM AND TERMINATION

For as long as the Company continues to provide the Client with its Products and/or Services, these GTC and the Accepted Proposal shall continue to be in effect. Upon cessation of provision of Products or Services by the Company to the Client, these GTC and the Accepted Proposal shall no longer be in effect as between such parties, other than Sections 11, 12, and 13 through 20, which shall survive the expiration or termination of the provision of Services and/or Products by the Company, and the expiration of these GTC and the Accepted Proposal, for any reason whatsoever.

#### 5. PROVISION OF SERVICES AND PRODUCTS

##### 5.1. Registration Procedure; Account and Use of Cpanel Interface.

- a. Following a receipt of an Accepted Proposal, a registration procedure shall take place via the online welcome interface or a representative of the Company. The registration procedure is comprised of: (i) characterization of the Client; and (ii) provision of the Network and Technical Requirements for the acquired Services. Upon completion of registration procedure the Client shall receive an account (the “**Account**”) with a username and password (the “**Account Details**”).
- b. The Account Details issued to the Client are personal, shall be kept in complete confidentiality, and under no circumstances shall be transferred. The Client shall keep all Account Details safe and secure to ensure that they are not used without the Client’s permission.
- c. Upon receipt of the Account and Account Details, and as part of the registration procedure the Client shall be provided with guidance with respect to the use of the Account and the CPANEL Interface. The Client understands and confirms that the use, including any change and action made in his Account through the CPANEL Interface, including without limitation any change or cancellation of Account’s definitions, is under his sole responsibility and shall be liable and bear any and all losses costs, expenses and/or damages arising in connection with the aforesaid use. Any use of the Account, not in accordance with the Company’s instructions and guidance may result in cancelation of the connection of calls to their designated target or prevent him/her from making outgoing calls.
- d. The Client must immediately notify the Company if he has a reason to believe that there has been any hack, breach, loss, theft, unauthorized access or use of the Account or the Account Details, immediately after becoming aware of it.

##### 5.2. Network and Technical Requirements.

- a. The Client hereby acknowledges and confirms that using the Services and/or Products on a smartphone/tablet/laptop requires the use of a wireless Wi-Fi/cellular data network (each, a “**Network**”), which Network is not provided by the Company as part of the provision of Services and/or Product. The Client further acknowledges and confirms that quality of the Services and/or Products depends on Client’s adherence to the Network and Technical Requirements, and that the Network used by him may not comply with minimal requirements which are necessary for the full satisfaction and exploitation of the Company’s Services and/or Products.

- b. Client hereby acknowledges that he is aware that data charges may apply in case of using the data services provided by cellular companies and that such charges increase dramatically when connected with international roaming. It is the Client's sole responsibility to verify with his cellular operator, that the program used by it contains unlimited data in order to avoid extra data charges. In no event shall the Company be liable for any extra charges incurred by the Client with respect to the use of data services.
- c. The Company may upgrade its web interfaces, telephone features, computer applications, iOS and Android applications periodically in order to meet new needs, models, devices, and technologies. However, the Client is responsible to verify that these applications meet his needs, as all are provided on an "as is" basis.

5.3. Installation and Connection to Services and Products.

- a. Unless prescribed otherwise in the Accepted Proposal, the connection of the Client to Services and delivery of Products as described in the Accepted Proposal, shall be performed within 14 business days following the Acceptance date, subject to the completion of the adoption and customization of the infrastructure in the Client's site and its functionality, and subject to the availability of the necessary equipment in Company's inventory.
- b. Offsite or Onsite Installations and Support for such Services shall be performed by the Company on Sunday-Thursday between 8:30 and 17:30 (the "**Working Hours**").
- c. Any installation before or after the Working Hours and/or any installation which exceeds four hours due to constraints or limitations that are not in the Company's control, shall be charged by the Company as a technical visit, *i.e.* NIS 250 per hour for the first two hours in each business day and NIS 190 for any subsequent hour during the such business day, all in addition to the costs prescribed in the Accepted Proposal.
- d. Any Onsite Installation and Support which is located north of Hadera or south of Gedera shall be charged for the commute time of a technician beyond these limits and the time spent at the Clients premises, NIS 150 per hour, all in addition to the costs prescribed in the Accepted Proposal.

5.4. Numbers.

- a. The Company shall use commercially reasonable efforts to supply the Client with Local Numbers in the countries listed in the Accepted Proposal, subject to applicable law and to each country's rules and regulations, which may differ between countries or from time to time.
- b. In no event, shall the Company be liable neither for the history of the Local Numbers acquired by the Company in favour of the Client nor for any existence of Client's Local Number in any third party's database. Any replacement of Client's Local Number, pursuant to Client's written request, shall result in additional costs which shall be borne by the Client.
- c. In the event the Company issues a Gold Number to a Client, the Client shall not use, publish distribute, print on Client's marketing materials or otherwise display such number as the Client's number, without receiving the Company's prior written confirmation that such number was successfully operated and allocated to the Client's account.

5.5. Provision of Services: Technical Support.

- a. Subject to the payment of the consideration due to the Company in a full and timely manner, the Services shall be provided to the Client on a continuous basis, as possible, throughout the year and during all hours of the day, subject to temporary interruption or malfunction that may be caused due to the nature of the Services, initiated intermissions for maintenance and upgrade purposes, and other malfunctions which are not in the Company's control. The Company may initiate an intermission of the Services from time to time for the maintenance, upgrade, repair, and improvement of its systems. The Company shall use commercially reasonable efforts to minimize the downtime duration and to prevent interruptions in the Services, with preference to material interruption causing a total cessation of the services. Initiated intermission shall be performed following the provision of an advance written notice to the Client.
- b. During the period of providing the Services and/or Products, the Company shall provide the Client with technical support during the Company's extended business hours (Israel time) (the "**Extended Business Hours**") as follows: Sunday-Thursday 8:00-00:00; Friday (or holidays' evenings) 9:00-15:00. The Company may change the Extended Business Hours from time to time, in the Company's sole discretion, due to changing circumstances.

- c. In the event of occurrence of any malfunction in the Company's Services which prevents the Client from conducting voice communications – the Company shall work on a solution 24/7, including holidays and weekends (other than Yom Kippur) to resolve such malfunction.
- d. In the event of occurrence of any malfunction not during the Extended Business Hours, which malfunction caused due to Client's infrastructure not meeting the Network and Technical Requirements, or any of Client's third party services providers' malfunction or infrastructure– the Company shall use commercially reasonable efforts to provide such Client with technical support during such time, or as soon as practicable during the Extended Business Hours.

## 6. MODIFYING SERVICES

Adding or changing new services or removing or suspending Services is subject to the following conditions:

- 6.1. Adding new services or changing and/or removing any Services shall be initiated by the Company within no later than 14 business days following the receipt of a written request by the Client. Notwithstanding the foregoing, the Company shall use commercially reasonable efforts to address Client's request within two business days following the receipt by the Company of such request.
- 6.2. Adding new services (such as users or numbers to the Account) may require payment of a setup fee, as shall be determined by the Company at the time of Client's request. The setup fee may change from time to time, at the Company's sole discretion.
- 6.3. There shall be no fee for removing a Service, provided that the Client requests the removal of the Service at least two business days prior to the end of the relevant billing cycle. The license fee for all Services will be charged until the end of the given billing cycle.
- 6.4. The Client shall be entitled to require the suspension of one or more users and their extensions for a period of up to three consecutive monthly billing cycles (the "**Maximum Suspension Time**"), during which time the Client will not be able to use such user(s) and their extensions or features, by providing the Company with a written notice. Upon the lapse of the Maximum Suspension Time, and unless the Company is provided with a written request of the Client, pursuant to which it requires to "un-suspend" any suspended user and its extension, at any time prior to the termination of such Maximum Suspension Time, any suspended user shall be automatically canceled. Suspension of any user and its extension shall require a payment of fee per extension, as shall be determined by the Company at the time of Client's request; *provided however* that in no event the suspension fee shall be higher than the setup fee for adding new extensions instead of any cancelled extensions, as set forth in Section 6.1.

## 7. PAYMENT

- 7.1. All prices prescribed in the Accepted Proposal and/or herein are exclusive of applicable VAT which shall be added thereon.
- 7.2. In the event the prices are listed in foreign currency (Such as USD), the payments shall be made in such currency. If payment is made in NIS – calculation will be made based upon the then prevailing transfer exchange rate + 1.5% as of the date of the applicable invoice for the Products and/or Services listed therein.
- 7.3. Unless prescribed otherwise, payment shall be made no later than the 10<sup>th</sup> day of the calendar month subsequent to the date of the invoice.
- 7.4. Any delay in payment of the consideration due to the Company shall subject the Client to the payment of arrears interest at the rate of 2% per month and indexation fees, in addition to the aforesaid consideration, commencing upon the original due date of such payment up and until the date of actual and full payment thereof by the Client. The Client shall also be liable for all of the Company's collection costs and expenses, including applicable legal fees.
- 7.5. Nothing contained in Section 7.4 above shall derogate from and/or infringe on any right or remedy of the Company pursuant to the terms and conditions of the Accepted Proposal, these GTC and/or applicable law, including the Company's right to cease the provision of Services or Products, by providing the Client with a written notice with immediate effect.

- 7.6. The Products and/or materials delivered to the Client shall remain the sole and exclusive property of the Company up and until the actual full and final payments due by the Client therefor. The Company shall be entitled to enter the Client's premises and seize any equipment and/or materials provided to the Client, the consideration for which was not paid by the Client pursuant to and in accordance with the terms and conditions of the Accepted Proposal, these GTC and/or applicable law.
- 7.7. Client hereby acknowledges and confirms that fees for Services and Products may change during the period of the provision of the Services and Products. The Company shall be entitled to notify the Client via the Cpanel Interface or in any other matter, as shall be determined by the Company in its sole discretion, of any change in such fees. It is the Client's responsibility to connect to the Cpanel Interface in a frequent manner in order to view messages and notices delivered by the Company, including notices of change in fee.
- 7.8. The Client is fully aware of the fact that the overall cost of the provision of the Services and/or Products may be updated following an on-site survey of the Company's representatives in the Company's site prior to the installation, during the installation and/or as derived from the Client's requirements and/or demands and/or required by the requirements of the Client's site. Such additional costs shall be added to those prescribed in the Accepted Proposal.

#### **8. THE CLIENT'S WARRANTIES AND REPRESENTATIONS**

The Client hereby represents and warrants as follows:

- 8.1. The Client has read and fully understands and confirms the provisions of these GTC as well as his undertakings and obligations hereunder, all of which constitute an integral part hereof.
- 8.2. There is no prevention, hindrance or impediment under any law or contract, preventing the Client from entering into the Accepted Proposal, including without limitations these GTC and performing all of his respective undertakings and responsibilities thereunder and hereunder in a full and timely manner.

#### **9. THE CLIENT'S UNDERTAKINGS AND OBLIGATIONS**

The Client hereby undertakes as follows:

- 9.1. The Client shall use Company's Products and/or Services in accordance with all applicable laws, including without limitations, the Communications Law (Telecommunications and Broadcasting), 5742-1982, rules and regulations, the guidelines and instructions prescribed by the Company and/or by other third parties pursuant to the provisions of the relevant warranty certificates.
- 9.2. The Client shall allow and provide access to his site and facilities as shall be required by the Company in order to provide the Products and/or Services.
- 9.3. The Client shall appoint a contact person on his behalf who shall be responsible for any matter with respect to the Accepted Proposal and the provision of the Services and/or Products, and shall keep the Company informed with respect to any matter arising thereof, as well as updating the Company of any change of such contact person's details.

#### **10. CESSATION OF THE SERVICES**

- 10.1. The Company shall be entitled to cease providing its Products and/or Services to the Client, to cancel these GTC and any Accepted Proposal and to recall the immediate payment of any and all sums then due to the Company from the Client, upon the occurrence of any of the following, by providing the Client with a written notice with immediate effect:
  - (a) The Client has not paid the Company any sums due to it under the Accepted Proposal and/or these GTC, after receiving a payment requirement message from the Company, and/or notified the Company that he intends to withhold such payments.
  - (b) The Client is a corporation which entered into insolvency proceedings of any kind whatsoever which were not revoked within 30 days following their initiation.
  - (c) The Client has misused the Company's Services and/or Products in a manner which decreases and/or infringes on the level of services provided to the Company's other clients.
  - (d) The Client has breached the provisions of the Accepted Proposal and/or these GTC and did not remedy such breach within 7 days following the date of the Company's first written notice.

- 10.2. The cessation of the provision of the Services and/or Products by the Company shall not impede or infringe on the Company's other rights and/or remedies in any manner whatsoever, nor will it derogate from the Client's obligation to pay all sums due from him to the Company under the Accepted Proposal and/or these GTC in full, including applicable indexation fees, arrears interest, collection costs and expenses, etc.
- 10.3. Each of the parties may request the cessation of the Services by providing the other party with a fourteen day prior written notice. The Company will cease the provision of the Services and/or Products, provided that the Client has paid the Company any and all sums due from him and performed all of his other undertakings and obligations up and until the date of receipt of such prior written notice.

## **11. LIMITATION OF LIABILITY**

- 11.1. The provision of the Company's Services is contingent upon the workability of the Client's systems, hardware, and end equipment, and the proper functioning of the Client's infrastructure (hardware and software), public phone infrastructure and the internet network, including as detailed in Section 5.2.a above. The Company does not guarantee that the Services and/or Products shall be fault free or uninterrupted at all times and the Company shall not be liable in any way for any losses the Client may suffer as a result of delays or failures of the Services and/or Products as a result of: (i) Client's service providers, including without limitations, a malfunction or defect incompatibility or non-compliance of any infrastructure, systems, Networks and other equipment provided by third parties, including without limitation, if the Client chooses to port-in number/s to the Company's network from any third party (in which case, the Client shall be fully responsible to verify with such third party service provider that no charges will remain or be made for services that the Client no longer needs); (ii) a malfunction, virus, malware, or any other harmful element transmitted via the Network; (iii) a lack of insufficient data protection, including by means of third party hacking or unauthorized use of the Account or the Account Details; (iv) any cancellation of any of the Services, including among others, any calls which were not recorded, as a result of incorrect or inaccurate characterization by the Client; (v) use of the Products or Services not for the purposes intended or not in accordance with the Company's instructions and guidance or applicable law, including without limitations, the Communications Law (Telecommunications and Broadcasting), 5742-1982; or (vi) Client's acts in reliance on any system data or reports produced by any third party systems, including without limitations, performance reports and attendance reports, or any incorrect use of such systems and reports.
- 11.2. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND/OR PRODUCTS ARE PROVIDED "AS-IS" AND THE COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) WARRANTIES, REPRESENTATIONS, AND CONDITIONS, AND TAKES UPON ITSELF NO LIABILITY, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICES AND/OR PRODUCTS (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICE PROVIDED TO CLIENT BY THE COMPANY. THE COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES OR THE PROVISION OF THE PRODUCTS SHALL BE UNINTERRUPTED OR ERROR-FREE.
- 11.3. TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, OR ITS LICENSORS, OR AGENTS, BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.
- 11.4. WITHOUT DEROGATING FROM ANY OTHER PROVISIONS IN THESE GCT OR ANY ACCEPTED PROPOSAL, THE AGGREGATE LIABILITY OF THE COMPANY TO CLIENT WITH RESPECT TO THESE GCT AND ANY ACCEPTED PROPOSAL AND USE BY CLIENT OF THE SERVICES AND/OR PRODUCTS IS LIMITED, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, TO THE COST OF SERVICES OR PRODUCTS WHICH WERE NOT PROVIDED AND SOLELY WITH RESPECT TO THE TIME PERIOD IN WHICH SUCH SERVICES OR PRODUCTS WERE NOT PROVIDED.

- 11.5. The Client shall be solely responsible for the backup and protection of any information and data contained in his systems and/or equipment.
- 11.6. The Client shall be solely responsible to verify the accuracy of the data produced by its systems (including third party systems).
- 11.7. The Company does not manufacture the equipment it may provide to the Client, and is under no responsibility, liability or duty to supply any service related to the equipment which is not prescribed in the Accepted Proposal. The Company does not provide any warranty to such equipment, other than a time limited warranty expressly proscribed in the Accepted Proposal pursuant to the warranty terms issued by the manufacturer and/or the importer of the said equipment. The response and resolution time for equipment during the time limited warranty is reliant upon the manufacturer and/or the importer of the said equipment and may exceed the response and resolution time provided by the Company for other requests from the Client. Alternate equipment may be supplied by the Company at the Client's request for additional cost.
- 11.8. The Client hereby confirms that it is aware that within the Services, the Company shall perform security tests and scans in order to verify that the Client's network is secured. The Client hereby undertakes that it will comply with all security requirements as shall be provided by the Company from time to time.

## **12. INDEMNIFICATION**

- 12.1. The Client agrees to defend, indemnify, and hold the Company, its subsidiaries, affiliates, officers, directors, employees, licensors and agents, harmless from and against any claims, demands, liabilities, damages, losses, and expenses, including without limitation attorney's fees and costs, arising out of or in any way connected with (i) the Client's access to or use of the Services and/or Products; (ii) the Client's violation of these GTC or any Accepted Proposal (including negligent or wrongful conduct); (iii) the Client's violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) Client's failure to comply with the Company's security requirements or unauthorized use of the Services and/or the Account.
- 12.2. The Company shall provide notice to the Client of any such claim, provided that the failure or delay by the Company in providing such notice shall not limit the Client's obligations hereunder. The Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section, and in such case, the Client agrees to cooperate with all reasonable requests in assisting the Company's defense of such matter.

## **13. PROPRIETARY RIGHTS**

The Company is the sole and exclusive owner and the holder of and shall retain all right, title and interest in all Company's Intellectual Property Rights. Client hereby acknowledges that he does not acquire any ownership rights in Company's Intellectual Property by using the Services and/or Products and/or any equipment provided by the Company. The Client is furnished with a limited, non-transferable, non-sublicensable, non-exclusive license to use the Services and/or Products in accordance with these GTC and the Accepted Proposal, for the duration of the parties' engagement and against the full and timely payment of the sums due to the Company from the Client and/or the performance of all of his other undertakings and obligations under the Accepted Proposal and/or these GTC. Upon the expiration or cancellation of the parties' engagement, for any reason whatsoever, the above license shall expire automatically without the Parties' being required to perform any other action. The Client has no and shall have no rights of any kind and/or nature whatsoever with respect to and/or related to the services systems and/or their work products and/or derivatives and/or with respect to any and all Company's Intellectual Property Rights therein and/or related thereto.

For the purposes of these GTC "Company's Intellectual Property Rights" shall mean any and all intellectual property rights including, without limitations, patent rights, copyrights, copyright registrations, trade secrets, trade names, trademarks, service marks, moral rights, know-how and any other similar rights or intangible assets in connection with in connection with the services systems, work products, derivatives, including without limitations in the Services, Products, these GTC and equipment manufactured by the Company, recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing rights now or hereafter in force.

#### 14. CONFIDENTIALITY

- 14.1. Each party acknowledges that in the course of these GCT and the Accepted Proposal it may obtain Confidential Information concerning the other party.
- 14.2. “**Confidential Information**” means any and all information furnished at any time by a Party disclosing any information under or in relation with these GCT and the Accepted Proposal (the “**Disclosing Party**”) or by any of its agents, representatives, employees, officers, directors, subsidiaries, advisors, stockholders, or affiliates (“**Representatives**”) to one or more of the other Parties hereto (the “**Receiving Party**”) or to the Receiving Party’s Representatives; whether in oral, written, graphic or machine-readable form, including but not limited to current or projected business plans, marketing plans, business outcomes, contracts of any kind, accounts, financial reports, account books, details regarding existing and/or potential customers, on-going and/or potential negotiations, operational data, drawings, concepts, procedures, specifications, methods and techniques and the fact that the parties are entering into these GCT and the Accepted Proposal and any details in connection hereunder; all whether related to the Disclosing Party itself and/or to any of its affiliates, subsidiaries and/or stockholders. Notwithstanding the foregoing, Confidential Information shall not include information that: (i) can be proved by documentary evidence to have been known by the Receiving Party prior to the date of disclosure of any Confidential Information whatsoever to it by the Disclosing Party; (ii) is or becomes public knowledge other than through the Receiving Party’s breach of this Agreement; (iii) was obtained by the Receiving Party from a third party having no obligation of confidentiality with respect to such Confidential Information to the Disclosing Party, and (iv) information that can be proved by documentary evidence is independently developed by the Receiving Party.
- 14.3. The Receiving Party shall: (a) maintain the confidentiality of such Confidential Information; and (b) not disclose it to any person or entity, except to its respective employees or representatives who need to know such Confidential Information to perform their responsibilities, *provided however* that such employees and representatives are bound by written undertakings that apply to the Confidential Information with terms no less stringent than the terms contained herein, and the Receiving Party shall bear full responsibility for any harm caused to Disclosing Party by any disclosure to such parties. The Receiving Party shall take all necessary measures to safeguard the Confidential Information using those measures that it takes to protect its own confidential information but no less than a reasonable degree of care.
- 14.4. Notwithstanding the foregoing, if a Receiving Party is required to disclose Confidential Information, by order of any competent court, under any law, or by any governmental authority, it may do so; *provided that* such Receiving Party shall promptly notify (unless such notification is prohibited by such competent court, under any law, or by any governmental authority) the Disclosing Party and shall give the Disclosing party whose Confidential Information it is required to disclose, to the extent possible, a reasonable amount of time to object to such court or governmental authority or to seek assurances from such court or governmental authority that the confidentiality of such Confidential Information will be maintained and shall cooperate with such Disclosing Party to such effect.
- 14.5. The Client hereby confirms the Company’s use of the Client’s name and/or logo for publication and public relations purposes. The Company may present the Client’s name and/or logo in its promotional materials and/or its clients list.
- 14.6. In addition to this Section 14, the Company’s treatment of the Client’s information is governed by the Company’s [Privacy Policy](#), which is incorporated by reference into these GTC.

#### 15. NOTICES

Any notice or other communication to be given hereunder will be in writing and given (a) by the Company via email (in each case to the address that was provided by the Client), (b) a posting on the Company’s website or (c) by the Client via email to Support@voicenter.co.il or to such other addresses as the Company may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

#### 16. GOVERNING LAW

These GTC, any Proposal or Accepted Proposal will be governed by and construed in accordance with Israeli law without regard to conflict of law principles, and any disputes relating to these GTC will be subject to the exclusive jurisdiction of the courts of Israel. By using the Service and/or Product, the Client consents to these GTC and to the exclusive jurisdiction of the courts in Tel Aviv, Israel.



**17. SEVERABILITY**

If any of these GTC or Accepted Proposal is deemed invalid or unenforceable for any reason, then the invalid or unenforceable provision will be severed from these GTC or Accepted Proposal and the remaining terms will continue to apply.

**18. STATUTE OF LIMITATIONS**

The Client agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service and these GTC or any related matter must be filed within one year after such claim or cause of action arose or be forever barred. For the avoidance of doubt, the provisions of this Section shall be deemed to constitute a separate written legally binding agreement between the Company and the Client, in accordance with the provisions of Section 19 of the Israeli Limitation Law – 1958.

**19. NO ASSIGNMENT**

The Client shall not assign these GTC or the Accepted Proposal or assign any rights or delegate any obligations hereunder and thereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the Company. Any purported assignment or delegation by the Client without the appropriate prior written consent of the Company will be null and void. The Company may assign these Terms or all or any rights hereunder without restriction.

**20. ENTIRE AGREEMENT**

These GTC and Accepted Proposal constitute the full and entire understanding and agreement between the Company and Client with regard to the subject matters hereof, and replaces any prior agreement pertaining to the subject matter hereof. No Proposal, Accepted Proposal or other form submitted by the Client will modify, supersede, add to or in any way vary these GTC. The heading references herein are for convenience purposes only, do not constitute a part of these GTC and will not be deemed to limit or affect any of the provisions hereof.

**21. WAIVER**

The failure of the Company to enforce any right or provision of these GTC, or failure to exercise any option to terminate, will not be deemed a waiver of such right or provision and shall not affect the validity of these GTC or any part thereof, or the right thereafter to enforce each and every provision. Any waiver of any provision of these GTC will be effective only if in writing and signed by an authorized signatory of the Company.