

## OXCALL TERMS OF SERVICE

### Section 1

These Terms of Service (hereinafter referred to as the ToS) apply to all services provided by the company OXCALL (hereinafter referred to as the Company) to Clients as part of the Oxcall service. The company provides its services under the Monthly subscription plans (Subscription), which include ready-made sets of services for the Client. Changing the scope of services, which include individual monthly subscription plans, their extension, etc. is possible only by individual arrangements between the Company and the Client.

Clients of Oxcall services may only be business entities and companies.

### Section 2

The Oxcall service includes the following services:

- 1) Assigning and handling a telephone number or numbers. The telephone number is by no means the property of the Client and the Client, by concluding an agreement for the provision of Oxcall services with the Company, does not acquire any rights in the handled telephone number assigned to the Client. A given telephone number is assigned to the Client for the duration of the Agreement concluded between the Company and the Client. The telephone number handling includes:
  - a) Recording of an individual greeting for each Client prepared by the Company. The cost of preparing an individual greeting for the Customer is specified in the price list and is not included in the amount of the Subscription. A separate VAT invoice is issued for the service referred to in the previous sentence.
  - b) Setting by the Client, through the Client Panel, on their dedicated number, their own voice announcements and activation of forwarding (or OxCall assistant service) for selected options.
  - c) Answering phone calls on behalf of the Client.
  - d) Forwarding incoming calls to specific persons indicated by the Client,
  - e) Forwarding incoming calls to a telephone number other than the one assigned to the Client, to a number assigned to the Client under the Oxcall service,
  - f) Recording of calls handled by the Company based on the telephone number assigned to the Client. Before each call is made, a notification recording will inform that the call is being recorded. In addition, each caller will have the opportunity to receive the full information on the processing of personal data in the above-mentioned scope by listening to such information. The Client will be able to listen to the call recordings using a dedicated Client Panel. Recorded calls can be listened to on the Client Panel within 30 days of their recording. After this period, the recording will be automatically deleted. The Company is not responsible for the content of the Client's conversations with their contractors. The only responsible entity is the Client, who agrees not to disclose any further the content of the recorded calls with their contractors. The Client may not make the recorded call public, the recording in the Client Panel may not be copied.
- 2) Creating and operating a dedicated Client Panel - the Client will receive individual data enabling logging into the Client Panel and using the services offered by the Client Panel. The Client Panel enables:
  - a) Concluding an Agreement for the use of Oxcall services,
  - b) Self-activation by the Client of the telephone number offered by the Company to the Client,
  - c) Self-set up by the Client of the services offered by the Company, to the extent specified by the Company,
  - d) Listening to recorded telephone calls,
  - e) Making payments, generating invoices.
  - f) Contacting technical support.
- 3) Virtual Assistant Service, which includes:
  - a) Handling the telephone numbers assigned to the Client,
  - b) Keeping a calendar of meetings and other appointments for Clients. Arranging, with the Client's approval, meetings and visits. The calendar is kept solely on the basis of the

- Google calendar.
- c) Informing the Client, via the Client Panel, of each answered telephone call and the content of the call conducted on behalf of the Client in the form of a note from the call made available to the Client in the Client Panel.
- d) Support for possible comments, complaints, etc. reported by Clients via e-mail

### Section 3

- I. The Company offers the following Oxcall Service Subscriptions:
  - 1) Under the Virtual Assistant service:
    - a) Package I Business Number - including a limit of twenty-five minutes of Virtual Assistant's work, including unlimited access to the Client Panel, unlimited forwarding to a Polish mobile/landline number, notifying the Client about events, call recording. The cost of the Package is indicated in the price list. After exceeding the limit, each additional minute of Virtual Assistant's work is billed at the rate indicated in the price list. Self-activated and self-served services are available without any minute limit.
    - b) Package II Personal Assistant - including a limit of one hundred minutes of work of a Virtual Assistant, including unlimited access to the Client Panel, unlimited forwarding to a Polish mobile/landline number and to the EU, notifying the Client about events, recording calls, keeping a calendar, transferring calls, i.e. connecting calls to the Client or their employees. The cost of the Package is indicated in the price list. After exceeding the indicated limits, each additional minute of Virtual Assistant's work is billed at the rate indicated in the price list. Self-activated and self-served services are available without any minute limit.
  - 2) Under the Telephone Exchange service:
    - a) Package III IV R - assigned telephone number, including unlimited connection time for Polish mobile/landline numbers and to the EU, the ability to set any voice announcements, unlimited changes in the configuration of the Package by the Client in the Client Panel, possibility to forward up to three telephone numbers. The cost of the Package is indicated in the price list.
    - b) Package III IV R + - assigned telephone number, including unlimited connection time for Polish mobile/landline numbers and to the EU, the ability to set any voice announcements, unlimited changes in the configuration of the Package by the Client in the Client Panel, possibility to forward up to nine telephone numbers. The cost of the Package is indicated in the price list.
- II. The Client may purchase any Package as part of the Telephone Exchange service in conjunction with any Package as part of the Virtual Assistant service.
- III. In a dedicated Client Panel, the Client may check the used working time limit of the Virtual Assistant on an ongoing basis. Further, the Client may additionally set their own limit for calls billed outside the subscription in the Client Panel.
- IV. The Oxcall price list is available at [www.oxcall.pl](http://www.oxcall.pl)

### Section 4

Each Oxcall Client may, for a period of seven days from the activation of the services, use the full package of services for free (Trial Period). For existing mBiurow clients, the Trial period is 30 (thirty) days. Activation of Oxcall services takes place in two ways described in Section 5(1) During activation, the Client indicates which Oxcall Service Subscription they want to test. The Client may resign from using Oxcall services prior to the end of the Trial Period. If the Client does not resign from using Oxcall services before the end of the Trial Period, then after the end of the Trial Period - if they registered during the call with the Virtual Assistant - the service will be deactivated. In this case, the Client may activate the Oxcall service through the Client Panel or during contact with the Virtual Assistant. If the Client activated Oxcall services through the Client Panel and provided credit card information and during the Trial Period has not resigned from Oxcall services, the Oxcall service will be activated and the subscription fee will be charged automatically using the provided credit card information.

### Section 5

- 1. The Client concludes an agreement for the use of the selected Oxcall Service Subscription by logging in to the Client Panel and generating the agreement on their own or will be registered in the system during a conversation with the Virtual Assistant, who will redirect the Customer

- to the Client Panel for further actions related to the activation of Oxcall services.
2. The Client wishing to use Oxcall services, either during the Trial Period or after the Trial Period, is required to read and accept the Oxcall Terms of Service. Acceptance of the ToS takes place by clearly marking, when activating the services in the Client Panel, that the Client has read the ToS and accepts them.
  3. The service is activated upon acceptance of the Oxcall Terms of Service and payment of the Monthly Subscription for the first month of the term of the agreement.
  4. The Client may at any time, via the Client Panel, change the Monthly Subscription tariff plan of Oxcall services.
  5. The Company reserves that if reliable information about the unlawful nature of the data provided during activation by the Client is obtained, it will prevent the Client from accessing Oxcall services without undue delay until the data is deleted and actions necessary to remedy the consequences of entering such data are taken.

#### Section 6

1. The Company declares that external entities are the supplier of software, servers, telephone lines and other technical solutions enabling the operation of Oxcall services. Due to the above, the Company is not responsible for the quality of the recordings saved in the Client Panel. The data of these entities will be made available to the Client upon request via the Client Panel.
2. The Company reserves the right to change the functionality of Oxcall services, which in no way shall affect the limitation or deterioration of the quality of Oxcall services provided.
3. The Company reserves the right to discontinue the provision of Oxcall services if required by circumstances related to maintenance or removal of service malfunctions.
4. The company undertakes that any technical breaks will be completed without delay.
5. The company stipulates that in the event of a large number of incoming calls, it may occur that all assistants are busy handling calls. In this case, subsequent incoming calls will be waiting for a connection, and until the connection with the assistant is established, while waiting for the connection, the message announcing the place in line to connect will be communicated.

#### Section 7

1. The Client agrees not to use Oxcall services to access or distribute content that violates any applicable law.
2. The Client shall take all measures to prevent third parties from getting the impression that the content for which they are responsible can be attributed to the Company.
3. The Client is responsible - in the event of forwarding their telephone number to the number provided as part of the Oxcall services - for ensuring that the technical equipment through which they interact with the Company (mobile phone, computer, etc.) is operational and is solely responsible for ensuring, that all of their calls are forwarded to the Company.
4. The Client agrees to immediately inform the Company of any changes in the legal form of the conducted business activity, changes of persons authorized to represent the Client, address or credit card information. If the Client fails to fulfil one of their obligations under the provisions above, the Company has the right to take any legal action aimed at terminating the agreement with the Client.
5. The Client agrees to protect their account on the Client Panel against unauthorized access by third parties, in particular to secure the passwords assigned to them (e.g. by changing them regularly) and to protect them against loss by appropriate means. The Client is fully responsible for any damage resulting from the disclosure of their password or passwords.
6. The Client agrees to maintain confidentiality in the scope of the conclusion and performance of the agreement concluded with the Company and indemnifies the Company against any third party claims, in all cases of breach of confidentiality by the Client in the above scope.

#### Section 8

1. The Company provides Oxcall services for monthly payments for the use of the Monthly Subscription Plan of Oxcall services selected by the Customer.
2. Payments are made on the basis of the Client's payment card information provided by the Client in the Client Panel when activating the Oxcall service. Charging payments for subsequent Oxcall Monthly Subscription Plans is automatic.
3. The invoice for subsequent months of using Oxcall services is generated automatically for

- each Client individually in the Client Panel, the Client downloads the invoice on their own.
4. The subscription is payable in advance.
  5. Each invoice will include two items: the amount of the Subscription for the starting billing period and the amount for the additional connections with the Virtual Assistant for the previous billing period at the rate indicated in Section 3(1) of the ToS. The invoice for the preparation of recordings and configuration of voice announcements will be generated separately.
  6. Activation of Oxcall services is associated with a clear confirmation by the Client - by checking the appropriate box, that the commencement of using Oxcall services is associated with the obligation to pay the Subscription.
  7. In the event of non-payment for any of the monthly Subscriptions, the Company reserves the right to discontinue providing Oxcall services immediately.

#### Section 9

1. The Company reserves the right to discontinue providing Oxcall services with immediate effect in the event of:
  - a) wilful breach by the Client of the provisions hereof,
  - b) the Client committing actions aimed at breaching the security of data in the system or making an unauthorized attempt to access the system,
  - c) the Client performing illegal activities,
  - d) actions of the Client to the detriment of the Company or other clients of the Company,
  - e) the Client providing false data or failing to comply with the obligation to notify the Company of a change in the Client's data,
  - f) failure to pay for any of the monthly Subscriptions.

#### Section 10

1. The controller of personal data collected from the User is the Operator (Controller).
2. The Client's personal data will be processed in order to conclude and implement the Oxcall Service Agreement
3. The Client's personal data will be processed under Article 6(1)(b) and (c) of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR). The Client's personal data will also be processed for marketing purposes if the User so agrees. Consent to processing for marketing purposes will be expressed by the Client through the Client Panel. The Client will accept two statements with the following wording: I consent to the processing of my personal data for marketing purposes. I consent to receive commercial information via electronic means.
4. Providing the Client's personal data is voluntary, but it is necessary for the conclusion and implementation of the Agreement. The consent to the processing of the Client's personal data (e-mail address) for marketing purposes is voluntary.
5. The categories of the Client's personal data processed by the Controller are: forename and surname, address, tax identification number, telephone number, e-mail address.
6. The Client has the right to access their data and has the right to:
  - a) withdraw consent (if data processing is based on one),
  - b) rectify their data,
  - c) deletion of their data,
  - d) limit data processing,
  - e) transfer their data,
  - f) object (in the case of personal data processed on the basis of Article 6(1)(f) GDPR).
7. The Client has the right to lodge a complaint with the President of the Office for Personal Data Protection.
8. The Controller declares that the Client's data will not be processed in an automated manner and will not be used for profiling.
9. The Client's data will not be made available to external entities, except for situations provided for by law and other entities necessary to achieve the purpose of processing.
10. The Client's data will be stored for the duration of the Agreement, as well as after its expiry for any legal reason, until the limitation of civil law claims arising from the Agreement and public

law (e.g. tax) related to the performance of the Agreement.

11. The Controller uses technical and organizational measures aimed at due, appropriate to the threats and categories of data protection of personal data. The Controller has implemented appropriate measures to ensure a level of security corresponding to the risk related to the breach of personal data security, taking into account the state of technical knowledge, the cost of implementation and the nature, scope, purpose and context of processing as well as the risk of violating the rights and freedoms of individuals with different probability and severity of the threat. The Controller in particular takes into account the risk related to data processing resulting from:
  - accidental or unlawful data destruction,
  - loss, modification, unauthorized disclosure of data,
  - unauthorized access to personal data transmitted, stored or otherwise processed.

#### Section 11

1. The Company is not responsible for any damages or losses directly or indirectly caused to the Client due to the use, inability to use or malfunction of Oxcall services.
2. The Company shall not be liable in connection with the Client's misuse of Oxcall services and malfunctioning of the computer hardware, software or communication system through which the Client connects to Oxcall services.
3. The Company is not responsible for the permanent or temporary inability to provide Oxcall services and improper provision of Oxcall services for reasons beyond the Company's control and for reasons attributable to third parties.
4. The Company is not responsible for interruptions in the availability of Oxcall services due to a planned technical break resulting from a change in functionality or system update.
5. The Company is also not responsible for the actions of the Virtual Assistant if they result from incorrect information provided by the Client or the Client's contractors.

#### Section 12

1. The Client has the right to file complaints related to the use of Oxcall services.
2. Complaints may be submitted via e-mail to the address bok@oxcall.pl.
3. The Company considers the customer's complaint as soon as possible. If the complaint does not contain the information necessary for its consideration, the Company will request the person submitting the complaint to supplement it to the extent necessary, and the deadline then runs from the date of delivery of the supplemented complaint.

#### Section 13

1. The Company is entitled to amend the ToS or the Price List, to which the Client hereby agrees.
2. The Company informs the Client about the change in the provision of the ToS or the Price List 14 days before the date on which the change is to become effective. The date of entry into force of changes to the ToE or the Price List is determined by the Company.
3. The Company shall notify the Client of the change in the provisions of the ToS or the Price List by sending the Client information about this change to the Client's e-mail address by sending the new wording of the ToS or the Price List.
4. Within 14 days from the date of receipt of information about the change in the provisions of the ToS or the Price List, the Client may, via the Client Panel:
  - a) submit an objection to changes to the ToS or the Price List, or
  - b) terminate the Services Agreement by submitting an appropriate notice through the Client Panel.
5. In the event of an objection to the change of the ToS or the Price List, the Oxcall Services Agreement shall expire on the effective date of the changes specified by the Company, unless the Client submits the termination notice referred to in paragraph 4(b) above.

#### Section 14

1. Disputes arising in connection with the provision of OxCall services shall be settled in the court with jurisdiction over the registered office of the Company. The governing law is the law in force in the territory of the Republic of Poland.
2. These ToS are valid from the date of publication on the Company's website and the acceptance of its content by the Client.