

## Terms of use

By using VAST NEW TELECOM , the customer agrees and undertakes the following VAST NEW TELECOM Website terms and conditions:

1. The web site (the 'Website') is operated by VAST NEW TELECOM ('VAST NEW TELECOM ' 'we', 'us', 'our').
2. These terms relate to your use of our Website. Other terms may apply to the provision of any of the Services that we provide via this Website and you should check to see what specific terms apply to any Services which you use. Our Acceptable Use Policy should be read in conjunction with these terms and conditions and forms an integral part of these terms. We may terminate, change or suspend any part of this Website including any content, features, and hours of availability or these terms at any time. Continued use of this Website after we have made any such changes will signify your consent to the changes.
3. Copyright in the material contained in the Website belongs to VAST NEW TELECOM , its subsidiaries or its licensors. All rights, save as expressly granted, are reserved.
4. VAST NEW TELECOM grants to visitors to this Website a license to make one free copy of the information contained herein for personal or non-commercial use only. Accordingly, unless otherwise expressly stated, no part of this Website may be copied, performed in public, broadcast or adapted without VAST NEW TELECOM 's prior written permission. Any other use of materials on this website without our prior written permission is strictly prohibited.
5. VAST NEW TELECOM and the VAST NEW TELECOM logo and all brands and products referred to or detailed in the Website are the trademarks of VAST NEW TELECOM or its subsidiaries. No rights are granted in respect of any of the above trademarks. If you are in doubt whether an item is a trade mark of VAST NEW TELECOM or its subsidiaries, please contact us for clarification.
6. While VAST NEW TELECOM has taken every effort to ensure that the information contained within this Website is correct, visitors should be aware that the information may be incomplete, inaccurate or may have become out of date. The Website is provided on an 'as is' basis and we give no warranty or make any representation regarding the quality, accuracy or completeness of the content of this Website. Further, no warranty is given that the Website will be available on an uninterrupted basis, and no liability can be accepted in respect of losses or damages arising out of such unavailability.
7. Subject to the next paragraph, VAST NEW TELECOM excludes all liability for any kind of loss or damage that may result to you or a third party (including without limitation, any loss of income, profits, goodwill, data, contracts or use of money whether arising in tort (including without limitation negligence), contract or otherwise) in connection with the use, inability to use, or the results of use of this Website.
8. Nothing in these terms or this website shall limit our liability for fraud or death or personal injury arising out our negligence, or for any other liability which cannot be excluded or limited under applicable law.
9. The use of third party websites is entirely at your own risk. Links contained in the Website will lead to other websites not under our control, and we accept no liability for the content of any linked site or any link contained in a linked site. Links provided on the Website are provided to you only as a convenience and the inclusion of any link does not imply reliability and VAST NEW TELECOM does not endorse any pages linked to the Website. Accordingly, you should read the terms and conditions of those websites before using them and direct any questions or comments about the linked website's contents to the relevant website provider.
10. You are not entitled (nor will you assist others) to set up links from your own websites to the Website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our absolute discretion.
11. We are committed to protecting your privacy and we operate a strict privacy policy in accordance with our Privacy Policy. Our Privacy Policy should be read in conjunction with these terms and conditions and forms an integral part of these terms.
12. If the visitor transmits defamatory material to the VAST NEW TELECOM web site this may result in criminal and/or civil proceedings being commenced against the visitor and the visitor shall at all times indemnify VAST NEW TELECOM against all losses, expenses, damages,

costs (including reasonable legal costs) suffered or incurred by VAST NEW TELECOM in relation thereto.

13. Nothing in these terms confers on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to this Act.
14. If any part of these terms is found to be void or unenforceable, it will be severed from the rest of the terms which shall remain unaffected.
15. You are granted access to the VAST NEW TELECOM web pages on condition that you accept all of the above and the application of Luxembourg law and the exclusive use of the Luxembourg courts to govern matters in relation to the Website. You also agree to indemnify VAST NEW TELECOM and not to hold VAST NEW TELECOM liable for the result (foreseeable or otherwise) of your actions or omissions based on material contained herein.
16. You have a right of retraction within 14 days.

## **VAST NEW TELECOM External Acceptable Use Policy**

### **1. Introduction**

VAST NEW TELECOM and its subsidiaries (collectively 'VAST NEW TELECOM ') have formulated this acceptable use policy in order to encourage the responsible use of VAST NEW TELECOM 's networks, systems, services, web sites and products (collectively 'VAST NEW TELECOM 's Network and Services') by our customers and other users ('Users'), and to enable us to provide our Users with secure, reliable and productive services.

1.1. This acceptable use policy ('Policy') sets out:

1.1.1. The minimum standards of behavior required from you when you use our network.

1.1.2. Certain actions which are prohibited; and what we may do if you fail to meet those minimum standards.

1.1.3. The Policy is designed to protect both you and VAST NEW TELECOM from any claims from third parties that your use of the VAST NEW TELECOM 's services is inappropriate or damaging to such third parties.

1.2. The actions prohibited and the minimum standards set out in the Policy are not a complete list. If you are unsure about any contemplated action or use please contact [marketing@vast-new-telecom.com](mailto:marketing@vast-new-telecom.com)

1.3. By using the Services you agree to be bound by our Policy.

### **2. General Conduct**

2.1. VAST NEW TELECOM 's Network and Services must be used in a manner that is consistent with their intended purposes and may be used only for lawful purposes. Users may not use VAST NEW TELECOM 's Network and Services in order to transmit, distribute or store material.

2.2. In violation of any applicable law or regulation.

2.3. In a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or the privacy, publicity or other personal rights of others.

2.4. That is fraudulent, obscene, defamatory, libellous, threatening, abusive or hateful or other harmful component.

2.5. Containing fraudulent offers for goods or services or any promotional materials that contain false, deceptive or misleading statements, claims or representations; or

2.6. Generally, in a manner that may expose VAST NEW TELECOM or any of its personnel to criminal or civil liability.

2.7. In the event that the VAST NEW TELECOM service fails to operate and the customer diverts traffic to another carrier, VAST NEW TELECOM will not be responsible for that carrier's charges.

2.8. Disclosure of account details to persons other than the authorized employees of VAST NEW TELECOM is entirely at the customer's risk.

2.9. The customer shall be liable for all charges and fees arising from the use of the account whether authorized or unauthorized, unless such unauthorized use is solely attributable to an act or omission on the part of VAST NEW TELECOM .

2.10. VAST NEW TELECOM will use its reasonable endeavors to provide its service to the customer. VAST NEW TELECOM will not be held liable for ANY charges or damages to the customer should the customer be prevented from accessing the VAST NEW TELECOM system.

2.11. Usage will be charged according to the rates shown in the current corresponding VAST NEW TELECOM price list. These rates can be subject to change with 2-day notice.

2.12. VAST NEW TELECOM rate change announcements will be sent by E-mail to the customer's known E-mail address as stated in the 'Customer Info' self-care account area. The E-mail will be sent at least two days before the changes take place.

2.13. VAST NEW TELECOM is not liable for damages resulting from E-mails which did not reach the customer for whatever reason.

2.14. On demand of its customers, VAST NEW TELECOM will authenticate any given IP address to connect to its SIP server or H.323 gateway. If the given IP is false or is not uniquely assigned to the customer's account by his hosted VoIP switch provider, VAST NEW TELECOM will not be held liable.

2.15. Any credit on the customer's account which remains unused within 365 days from the date such credit is made to the account shall expire and will not be refundable.

2.16. The required minimum initial payment and top-up amount is 10 EUR or 15 USD depending on currency of the account.

2.17. Any refunds that are authorized will be refunded in the manner in which the payment was made, at the prevailing exchange rate. VAST NEW TELECOM reserves the right to use an alternative payment method where necessary. Any bonus or promotional credit entered on an account shall be non-refundable.

2.18. These terms and conditions also relate directly to other services VAST NEW TELECOM may offer.

2.19. VAST NEW TELECOM reserves the right to close an account with a customer for any reason; where exceeding EUR 100 or USD 150 unused credit will be returned.

2.20. The Customer by continuing to use the service consents to VAST NEW TELECOM sharing customer information with any company affiliated to VAST NEW TELECOM as VAST NEW TELECOM considers necessary for the provision of the service.

2.21. No VAT will be added to your purchases if you are a company outside Luxembourg. VAT will only be added to your purchases if you are a Luxembourg company. EU companies must provide a valid VAT number in order not to pay VAT. EU VAT numbers can be validated [here](#).

2.22. Continued use of the VAST NEW TELECOM service constitutes acceptance of these terms and conditions.

2.23. VAST NEW TELECOM keeps the right to stop suspicious (zero or too short duration calls) traffic and to charge customers for any losses that may accrue because of that.

2.24. All call charges are rounded to the upper third decimal digit

2.26. VAST NEW TELECOM invoices customers on a month basis for the services provided during the billing period (one month). Invoices are sent by E-mail and not sent by regular mail. Also, customers can view their Invoices and print them at any time using their self-care are <https://vast-new-telecom.com/fr/index.php>

### **3. Lawful Use Of Resources**

3.1. VAST NEW TELECOM requires its customers to comply with VAST NEW TELECOM 's instructions and all legal and regulatory requirements relevant to their system, network and any services they may provide within the countries in which they operate. Where a customer fails to meet such legal and regulatory requirements the customer agrees to indemnify VAST NEW TELECOM against all losses, expenses, costs (including legal costs) or damages which may be suffered or incurred by VAST NEW TELECOM in relation thereto.

3.2. It is VAST NEW TELECOM 's policy to assist police and law enforcement bodies in any practicable way when required by applicable law. VAST NEW TELECOM reserves the right to disclose information to such bodies or highlight any concern of potential illegal activities being carried out via VAST NEW TELECOM 's networks or systems.

### **4. Violation Of This Acceptable Use Policy**

VAST NEW TELECOM is not obliged to take active steps to monitor customer compliance with this Policy. In the event that VAST NEW TELECOM becomes aware of a breach of this Policy VAST NEW TELECOM may take any or all of the following actions:

4.1. VAST NEW TELECOM may inform a network administrator of an issue or incident;

4.2. VAST NEW TELECOM may require help from a customer in resolving a security incident where that customers system(s) may have been involved

4.3. VAST NEW TELECOM may charge the offending party for the time and resources used in dealing with the breach; or

4.4. VAST NEW TELECOM may, without notice, suspend or terminate a network connection or connections.

### **5. System and Network Security**

Users are prohibited from violating or attempting to violate the security of VAST NEW TELECOM 's Network and Services, including, without limitation,

5.1. accessing data not intended for such User or logging into a server or account which such User is not authorized to access;

5.2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

5.3. attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of overloading, 'flooding' or 'crashing'; or

5.4. taking any action in order to obtain services to which such User is not entitled.

Violations of system or network security may result in civil or criminal liability. VAST NEW TELECOM will investigate occurrences that may involve such violations and may involve, and co-operate with, law enforcement authorities in prosecuting Users who are involved in such violations.

## **6. Other Activities**

6.1. VAST NEW TELECOM 's customers must not engage in any activity, either lawful or unlawful, which VAST NEW TELECOM considers detrimental to its subscribers, operations, reputation, goodwill or customer relations.

## **7. Customer Familiarization**

7.1. Customers are expected to make themselves aware of any laws relevant to the service they are providing.

7.2. VAST NEW TELECOM is not responsible if a customer fails to make themselves properly aware of laws affecting the service(s) they provide.

7.3. VAST NEW TELECOM may, at its sole discretion, modify this Policy from time to time. Your continued use of the Services signifies your acceptance of any modifications to this Policy. Please check the Policy from time to time, which can be found at <https://vast-new-telecom.com/fr/index.php>