

TERMS AND CONDITIONS

FOR INTERNET AND TELEPHONY SERVICES

These Terms and Conditions (this "Agreement") govern the provisions of internet services and domestic and international telephony services, by Bezeq International Ltd., a corporation established under the laws of Israel and having its offices at 40 Shaham St., Petach Tikva 4951731, Israel ("Company") to the customer ("Customer") (Company and Customer hereafter jointly referred to as "Parties", and each separately as "Party"), unless an agreement governing the provision of such services was executed by the Parties, in which case such agreement will prevail over this Agreement.

1 Definitions

- 1.1 In this Agreement, the following terms and expressions shall have the meanings stated next to them, unless the content or the context indicates otherwise.
 - 1.1.1 **"Order Form"** – a form signed by Customer, including, inter alia: Customer details, details of the applicable Service, Service tariff and payment terms, benefits included in the Service package, and the Service term.
 - 1.1.2 **"Engagement Letter"** – A notice being sent to Customer after ordering a Service, including, inter alia: Customer details, details of the applicable Service, Service tariff and payment terms, benefits included in the Service package, and the Service term.
 - 1.1.3 **"Domestic Operator Services"**- Domestic telephony services, enabling Customer to place phone calls to destinations within the territory of Israel, and related services.
 - 1.1.4 **"International Voice Services"** – International Communications services, enabling Customer to place phone calls to destination outside the territory of Israel, and related services.
 - 1.1.5 **"Internet Services"** – Internet access services or service package that includes internet access and a wholesale infrastructure of another operator ("Wholesale Internet Services").
 - 1.1.6 **"Service"** or **"Services"**- Internet Services, Domestic Operator services and International Voice Services, as applicable.
 - 1.1.7 **"Equipment"** – terminal equipment supplied to the Customer by the Company for the purpose of using the Services.
- 1.2 Any capitalized terms and/or phrases not defined herein, shall have the definition set for them in the Provisions of the Law; any matter relating to the Service, which is not set herein, shall be dealt with in accordance with the Provisions of the Law.

2 The Services

- 2.1 Service may be ordered by Customer either by (i) submitting a signed Order Form, indicating the Service details; or by (ii) orally ordering the Service, in which case an Engagement Letter will be sent to Customer afterwards.
- 2.2 The Company shall provide the Services, and technical support for the services and the Equipment, as set forth in the Engagement Letter or Order Form.
- 2.3 The Customer may use the Internet Services in the scope of data transfer that shall not exceed the capacity indicated in the Engagement Letter or Order Form (downloading and / or uploading). The Company may, but is not obliged, to enable Customer to exceed the capacity, for an additional fee for the use of Internet Services in excess of the agreed capacity, in accordance with the rate to be determined by the Company from time to time.
- 2.4 The Company may change the Service specifications, from time to time, after providing Customer with a prior notice. If such change materially impacts Customer's use of the Service, Customer shall be entitled to terminate the affected Service with no liability.

- 2.5 Equipment that is leased or loaned to the Customer will remain the Company's property and is given to the Customer for the purpose of using the Service only. Customer will be solely responsible for any loss or damage to the Equipment while in Customer's possession. Upon termination of the Services by either Party for any reason, Customer must return the Equipment to the Company within fourteen (14) days in the same condition as it was given to the Customer, except for reasonable wear and tear. If the Equipment is not returned, or was damaged while in possession of the Customer, Customer will be charged the full value of the Equipment.
- 2.6 Should the Company find that, for the purpose of providing the Services, Customer's equipment which was not provided by Company for that purpose, is incompatible with the Service, the Customer will be required to adjust the equipment used by the Customer. If Customer fails to do so, the Company may choose not to begin, or discontinue, providing the Services.

3 Payment Terms

- 3.1 Unless otherwise provided in the Engagement Letter or the Order Form, the Service charges invoiced monthly in arrears, and will be paid by Customer within 30 days of the invoice date (the "**Due Date**").
- 3.2 Charges do not include applicable taxes, surcharges and fees, including VAT if applicable ("**Taxes**"). Customer will be responsible for all Taxes required by any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service, and such Taxes shall be added to the invoice.
- 3.3 The Company may change the tariffs for Internet Services and Domestic Operator Services, subject to a fourteen (14) days prior written notice. Tariffs of International Voice Services may be changed by the Company subject to a seven (7) days prior written notice.
- 3.4 The consideration specified in the Letter of Agreement or the Order Form relates solely to the Service described therein and the Customer will bear any additional cost for request by Customer for expansion or modification of the Services.
- 3.5 Late payment interest shall be applied to any payment that is not paid by the Due Date, according to the maximum rate permitted by law.
- 3.6 If Customer disputes in good faith any sum, it must inform Company in writing, clearly indicating the disputed sums, the nature of the dispute, and any relevant information and documents that support the dispute. Any dispute not informed to Company within six (6) months from the applicable invoice date shall be deemed irrevocably waived by the Customer.
- 3.7 In the event Company's ability to commence providing, or to continue to provide, Services in a timely manner is delayed or interrupted by a reason attributable to Customer, then Customer shall pay Company amounts equal to the Charges which would have been payable had Company commenced providing, or continued to provide, the Service, for the period of the delay or interruption.
- 3.8 If a minimal Service term is indicated in the Order Form, then in the event of early termination of a Service by Customer prior to the minimal service term, and unless prohibited by law, Customer shall pay Company a termination charge equal to all the remaining charges that would have become due for the unexpired portion of the Service minimal term, in addition to all charges for the Service occurring up to the effective date of termination, and charges for any equipment provided to Customer.

4 Technical Support

- 4.1 The Company shall provide the Customer with technical support services only where the fault occurs in a Service provided by Company. Company is not responsible for faults that

are a result of third parties such as local or overseas communications operators or communication lines, the World Wide Web, the Customer's systems, applications or equipment, or any other cause not under Company's control.

- 4.2 Support for Equipment will be in accordance with the manufacturer's warranty terms. The Company shall not be liable for repair or disruption or interruptions in the Services as a result of unreasonable use of the Equipment.

5 Suspension or Termination of Service

- 5.1 The Company may, without prior notice, suspend or terminate, partially or entirely, the provisions of the Services to the Customer in any of the following events:
 - 5.1.1 A material breach by Customer which was not cured within 3 days after notification by Company.
 - 5.1.2 The Customer didn't provide the Company with sufficient guarantee, to assure the payment of the consideration, according to its demand.
 - 5.1.3 The Customer used the Services in a manner or for a purpose that is illegal, abusive, fraudulent or might infringe upon the rights of the Company or third parties.
 - 5.1.4 Suspension or disconnection is required in order to perform essential or urgent construction or maintenance works on the systems it uses or in times of national emergency or for national security reasons.
 - 5.1.5 A warrant of bankruptcy, insolvency or liquidation or a decision to shut down was issued against the Customer, or foreclosure was issued against a major part of the assets of the Customer, in a manner which prevents, or might prevent, the Customer from complying with his undertakings, or the Customer entered into a process of dissolution or any similar procedure.
- 5.2 Suspension of the Services as provided above, shall not release Customer from the obligation to pay for the Services during the period of suspension.

6 Limitation of Liability

- 6.1 Customer acknowledges that Company makes no warranty, express or implied, with respect to the Services and disclaims any warranty with relation thereto, including, but not limited to, warranty of merchantability and warranty of fitness for a particular purpose.
- 6.2 IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER, CUSTOMER'S EMPLOYEES AND/OR ANY OTHER PARTY, WITH RELATION TO THIS AGREEMENT AND THE SERVICES, AT CONTRACT, TORT OR OTHERWISE, FOR INDIRECT, GENERAL, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF BUSINESS OPPORTUNITY AND THE COSTS ASSOCIATED WITH THE USE OF RESTORATION FACILITIES. THE AFORESAID LIMITATION SHALL APPLY EVEN IF COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH RESULTS OCCURRING.
- 6.3 IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED AN AMOUNT EQUAL TO THE CHARGES ACTUALLY PAID BY CUSTOMER FOR THE SERVICES TO WHICH THE EVENT OF LIABILITY IS RELATED, DURING THE SIX (6) MONTHS PRECEDING THE EVENT RAISING THE LIABILITY.

7 Customer's Obligations

- 7.1 The Customer will ensure that Customer's equipment meets the requirements of the Company as shall be communicated to the Customer from time to time.
- 7.2 The Customer undertakes not to assign or otherwise transfer this Agreement or its rights hereunder. The Services are provided to the Customer solely for Customer's use. Customer will not resell the Services and will not to allow others to use them without the prior written

consent of the Company. Any such attempt to assign or transfer shall be void and shall constitute a material breach of this Agreement.

- 7.3 The Customer undertakes to cooperate with the Company as may be reasonably required to enable the provisioning of the Company's Services, including allowing unrestricted and safe access to the Customer's facilities. The Customer shall allow the Company to make alterations of engineering or other nature in the supplied Equipment.
- 7.4 The Customer will use the Services in accordance with the provisions of this Agreement, applicable law, the Acceptable Use Policy as published on Company's website (the "AUP").
- 7.5 The Customer will cooperate with requests and instructions of competent governmental, regulatory, judicial and law enforcement authorities.
- 7.6 The Customer undertakes not to make use of the Services for in any manner or for any purpose that is illegal, abusive, fraudulent, or infringing upon Company's or a third party's rights. Prohibited use shall include, *inter alia*, any of the following:
 - 7.6.1 Illegal intrusion to computerized material / transferring computer virus to other computers / disrupting or interfering with other computers.
 - 7.6.2 Illegal eavesdropping, including to inter-computer communication.
 - 7.6.3 Organizing / participating in illegal games, lotteries and wagers.
 - 7.6.4 Publication and displaying of obscene material.
 - 7.6.5 Using encryption systems without the authorization of the security authorities.
 - 7.6.6 Infringement of intellectual property rights.
 - 7.6.7 Sending unsolicited messages ("spamming") or in violation of the AUP or the law.
 - 7.6.8 Any act or omission which is not in accordance with the AUP.
- 7.7 Customer shall indemnify the Company in respect of any damage or loss or expense (including legal costs) incurred by the Company as a result of any use of the Services made by Customer or by using Customer's username or password, including in respect of any damage or loss or expense resulting from the breach of any provision of the Agreement or any act contrary to other instructions issued from time to time to the Customer.
- 7.8 The Company may, at its sole discretion, assign its rights and obligations hereunder to another, including the right to collect monies from the Customer.

8 Miscellaneous

- 8.1 **Force Majeure.** Company shall not be liable for failure or delay in performance of its obligations hereunder (except obligation for payment), if such are due to an event out of Company's control ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, fire, flood or other catastrophes, any law, order, regulation or request issued by any competent court or governmental or regulatory authority, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, any act and/or omission of a third party not under the direct control of the affected Party and other causes beyond the reasonable control of Company.
- 8.2 **Credit Limit.** The Company may set a credit limit to Customer for the Services provided to Customer. The Company shall have the right to suspend or terminate the Services the credit limit is reached.
- 8.3 **Governing Law and Jurisdiction.** The courts of Tel Aviv, Israel shall have exclusive jurisdiction in connection with this Agreement and everything arising therefrom. This Agreement shall be governed exclusively by and interpreted in accordance with the laws of the State of Israel without reference to its principles of conflict of laws.
- 8.4 **Notices.** The Parties' addresses for receiving notices shall be as specified in the Engagement Letter or the Order Form, or any other address that a Party notifies the other Party in writing.

- 8.5 This Agreement is the sole agreement between the Parties, and the Company shall not be bound by any statement or consent not included herein, except where such statement or agreement was included by the Company in a written notice to the Customer subsequent to the commencement of this Agreement.

September 2022