

# MASTER SERVICES AGREEMENT

**THIS AGREEMENT** is made on date of completion of account opening contact form located on URL: [www.redshiftglobal.com/signup](http://www.redshiftglobal.com/signup) (or via Excel document if previous to 1st January 2019)

## BETWEEN:

(1) **Redshift Global Communications Ltd** registered in England and Wales under number **08610643** whose registered office is at Suite 119, 372 Old Street, London, EC1V 9LT (Redshift)

AND

(2) Subscriber (**Customer**)

## WHEREAS:

(A) **Redshift Global Communications Ltd** is a service provider for telephony network services in relation to the provision of Premium Rate Services, non-geographic and geographic numbers and International Premium rate numbers and is a technology gateway in relation to the provision of SMS services.

(B) Having conducted all necessary due diligence in relation to the Customer as required for Premium Services by the relevant Code Of Conduct in the territory where the Premium Services are being operated, **Redshift Global Communications Ltd** wishes to provide, and the Customer wishes to accept, the Services, subject to and in accordance with the terms of this Agreement.

## INTERPRETATION

The following provisions shall have effect for the interpretation of this agreement, unless the context requires otherwise.

## DEFINITIONS:

"Agreement" means an agreement entered into between **Redshift Global Communications Ltd** and the customer, subject to the terms herein.

"Carrier" A national telephone carrier or another supplier for telephone numbers and connections.

"Code of Conduct" Any code of any independent body approved for the supervision of telephone information services recognised by the different countries where the services are provided;

"Intellectual Property Rights" Any patent, registered design, registered trade or service mark, copyright, design right, semiconductor topography right, know-how or any similar right exercisable in any part of the world including any application therefore;

"Numbers" The premium rate, non-geographic, geographic or SMS numbers allocated to the customer;

"Order Confirmation" means **Redshift Global Communications Ltd**' confirmation on any future order from the customer. Every order confirmation will become part of this contract;

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Customer Initials: *Subscriber*

"Rates" The payouts or fees specified in order confirmations where applicable;

"Secured e-mail address" is an encrypted or non-encrypted e-mail address where messages or documents can be sent to, binding the customer.

"Traffic" is the calls generated on the numbers **Redshift Global Communications Ltd** provided to the customers

## **OBLIGATIONS OF Redshift Global Communications Ltd**

**Redshift Global Communications Ltd** shall forward incoming calls to geographic numbers or via IP and pay the rates specified in the order confirmation. The geographic numbers or IP details will be provided by the customer.

**Redshift Global Communications Ltd** will provide statistical data about call volume and minutes, generated by **Redshift Global Communications Ltd** or the carriers systems. Statistics are information only. The carrier's bill is the basis for the bill issued by **Redshift Global Communications Ltd**.

## **OBLIGATIONS OF THE CUSTOMER**

The Customer shall provide services to the callers using the numbers allocated in the order confirmations. The customer will pay **Redshift Global Communications Ltd**' bills within a time of 14 days.

The Customer shall be responsible for the quality and delivery of the content of the services and that these services comply with the National Telecommunications Legislation, a Code of Conduct (where applicable) and this agreement.

The Customer shall obtain all necessary approvals, permissions or authorisations for use of the numbers. The Customer shall neither acquire any right, title or interest in the numbers.

The customer shall inform **Redshift Global Communications Ltd** about the services rendered.

The Customer shall ensure that the services neither infringe any intellectual property right nor are defamatory.

The Customer shall indemnify and hold harmless **Redshift Global Communications Ltd** from and against any and all losses, demands, claims, damages costs, expenses and liabilities (including any fine imposed by Phonepayplus, OFCOM or any other regulatory body) incurred by **Redshift Global Communications Ltd** and arising out of services provided by the Customer including in connection to the quality or content of the services or of marketing or promotional material or from any fraudulent or alleged fraudulent use (including Artificial Inflation of Traffic) of telephone numbers.

## **ILLEGAL USE OF NUMBERS**

In case of justified doubt of systematic commercial use of volatile margin building in international linkup markets (arbitrage) by the contracting party or a third party, the Customer shall keep Redshift Global Communications clear of any loss. The Customer shall assume the sole responsibility against Redshift Global Communications in regard of the legitimacy of such use. All inquiries, queries or complaints in connection with arbitrage will be forwarded from Redshift Global Communications to the Customer.

The Customer and not Redshift Global Communications bear the responsibility of the correctness of the contents behind or the use of the numbers. In case of legal action with regard of a number provided by Redshift Global Communications to the Customer, the Customer shall be part of such legal action and shall bear the risk as well as costs. The Customer is responsible to provide the necessary documentation, such as legally binding declarations about end Customers, usage and the Customer's responsibility towards authorities and courts, if possible after previous approval from Redshift Global Communications.

If Redshift Global Communications suspects a violation of the contract, especially of illegal use, it has the right to suspend all payments to the Customer, even if Redshift Global Communications has been

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paid by the carrier, until a legally binding or official decision is taken, which confirms the legality of the Customer's actions, or use of the numbers.

## **RATES & PAYMENTS**

**Redshift Global Communications Ltd** shall pay the customer in respect of calls to allocated numbers, according to the rates defined in the order confirmations. Payment will be made at the date set forth in the order confirmation.

All rates mentioned are exclusive of value added tax, with the exception of the information about caller rates, which normally are inclusive VAT.

In case of premium rate numbers ordered **Redshift Global Communications Ltd** will pay out the rate agreed upon. Setup costs, monthly fees, routing costs, chargebacks and other costs (if applicable) will be deducted from the monthly payment. If the payout is lower than the costs billed the customer agrees to pay the difference within 10 days after issue of the invoice.

**Redshift Global Communications Ltd** reserves the right to cut or delay the payout if there are chargebacks pending or foreseeable and to change the pricing and rates mentioned in this document or in annexes or confirmations upon thirty (30) days after written notice. If retrospective price changes are implanted by the network provider that result in **Redshift Global Communications Ltd** having effectively overpaid the customer, then **Redshift Global Communications Ltd** reserves the right to deduct amounts from subsequent payouts to address the balance of payments overpaid during the period affected by the retrospective changes.

**Redshift Global Communications Ltd** will not pay the customer for traffic which is not paid by the carrier under any circumstances. For instances where this applies, appropriate written documents must be produced by **Redshift Global Communications Ltd** to prove this.

## **TERM & TERMINATION**

This agreement shall commence from the date hereof and shall remain in force until either party submits a written notice of termination of at least ninety (90) days in advance. Either party may terminate or suspend this agreement at any time by giving written notice to the other where either party has committed a breach of this agreement and fails to remedy such breach within 30 days of receipt of notice requiring to do so. The Company may immediately terminate this agreement if there is adverse publicity against the company in connection with the customer's services.

Termination, suspension, or expiry of this agreement for any reason shall be without prejudice to any of each party's respective rights and obligations accruing up to and including the date of such termination, suspension or expiry.

Neither party shall be held to be in breach of its obligations under the agreement nor be liable to the other party for any loss or damage that may be suffered by the other party due to force majeure.

## **ENTIRE AGREEMENT**

This agreement represents the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior agreement, representations or understandings by either party whether oral or written.

## **NO WAIVER**

Failure by either party to exercise or enforce any right conferred by the agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or any other right on any later occasion.

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**LIABILITY**

The service, its operation, its use and the results of such use shall be performed in a workmanlike manner. To the fullest extent permissible pursuant to applicable law, **Redshift Global Communications Ltd** disclaims all warranties express or implied, including, but not limited to, implied warranties of merchantability and fitness for an particular purpose, in relation to the service, its use and the results of such use. Without limiting the foregoing, **Redshift Global Communications Ltd** specifically disclaims any warranty

- (a) that the service will be uninterrupted or error-free,
- (b) that defects will be corrected,
- (c) that there are no viruses or other harmful components,
- (d) that the security methods will be sufficient regarding correctness, accuracy, or reliability.

**NOTICES**

Any notice, other document which may be given under the agreement shall be deemed to have been duly given if left at or sent by mail to the usual or last place of business of the recipient party. This is applicable also to notices, invoices or other documents sent to the customer's secured e-mail address.

**INTELLECTUAL PROPERTY RIGHTS**

The parties' respective intellectual property rights shall remain the property of whichever creates or owns the same and nothing in this agreement shall be deemed to confer any assignment or license of the intellectual property rights of the other party, save that the intellectual property rights or goodwill in the numbers shall hereby be vested in or assigned to the Company.

**GOVERNING LAW**

This agreement shall be governed by English law (except for conflict of law provisions). The exclusive forum for any actions brought in connection with this agreement shall be in England and the customer consents to such jurisdiction. However, **Redshift Global Communications Ltd**, in its sole discretion, can take any legal action against the customer in the country where he has his legal presence, under the law governing this country. The application of the United Nations Convention on the International Sale of Goods is expressly excluded.

**THIS AGREEMENT** has been executed by or on behalf of the parties.

**SIGNED** by Felipe Castellanos, Managing Director  
a duly authorised signatory of **Redshift Global Communications Ltd**:



**SIGNED** by Subscriber (**Customer**)

*Subscriber*

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Customer Initials: *Subscriber*