

Terms and Conditions

Effective Date: 8 April 2025

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Welcome to **omaxtelecom.com**, a platform operated by **OMAX Group Ltd** ("OMAX"), a private limited company registered in England and Wales (Company No. 16125244) with its registered office at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom. These Terms and Conditions (the "**Terms**") govern your access to and use of the omaxtelecom.com platform (the "**Platform**") and all services provided through it. These Terms form a legally binding agreement between you (the user of our Platform and Services) and OMAX.

Please read these Terms carefully. By registering an account or using any of our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. **If you do not agree to any part of these Terms, you must not use the Platform or the Services.** If you are using the Services on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms, in which case "you" refers to that entity as well as yourself as an individual.

These Terms apply to all users of the Platform, whether individuals (consumers) or organizations (business customers). Certain additional policies and terms may apply to specific Services (such as a Privacy Policy or service-specific guidelines), and we will make those available to you as relevant. This Agreement, together with any additional terms referenced herein, constitute the entire agreement between you and OMAX regarding the Services, superseding any prior agreements (unless specifically stated otherwise).

2. Definitions

For the purposes of these Terms, the following definitions apply:

- **"OMAX," "Company," "we," "us," "our":** Refers to OMAX Group Ltd and its affiliates, the provider of the Platform and Services.
- **"Platform":** The website **omaxtelecom.com** and any associated online portals, dashboards, mobile applications, or services provided by OMAX through which users can access and manage OMAX's telecom services.
- **"Services":** Collectively, all telecommunications and related services made available by OMAX via the Platform. This includes eSIM management services, SMS messaging services, cloud phone/VoIP services (such as virtual PBX, DID numbers, and SIP trunks), email and domain services, payment and billing services, and any other features, functionalities, or services offered on the Platform.
- **"User," "Customer," "you," "your":** The person or legal entity who registers on the Platform or uses the Services. "User" encompasses both individual consumers and business (corporate) users. If you are an individual acting on behalf of a company or other organization, "you" includes that entity and you confirm you have the authority to accept these Terms on its behalf.

- **"Account"**: The user account registered on the Platform associated with a specific User, through which the User can use and manage the Services.
- **"eSIM"**: An electronic SIM card or embedded SIM profile that can be downloaded to a compatible device. In this context it refers to the digital mobile data service offered by OMAX, including the purchase, activation, and management of data plans.
- **"SMPP"**: The Short Message Peer-to-Peer protocol, which is a standard communications protocol used to send and receive SMS messages in bulk or through system integration. OMAX's SMS Platform may allow Users (particularly business users) to connect via SMPP for high-volume messaging.
- **"DID Number"**: A "Direct Inward Dialing" telephone number provided by OMAX's cloud phone service, which allows inbound calls from the public telephone network to be received through the Platform (e.g., a virtual local phone number for a given city or country).
- **"vPBX"**: A virtual Private Branch Exchange service provided by OMAX as part of the cloud phone Services. It is a cloud-based telephone exchange system that enables call routing, extensions, voicemail, and other business telephony features without on-premise PBX hardware.
- **"SIP Trunk"**: A Session Initiation Protocol trunking service that enables voice over IP (VoIP) connectivity. Through a SIP trunk, a User can connect their own PBX or communication system to OMAX's network to make and receive voice calls over the internet, as an alternative to traditional phone lines.
- **"Client Portal"**: The online interface on the Platform (often referred to as the dashboard or account portal) where Users can log in to manage their Account and Services, view usage and billing information, configure settings, and contact support.
- **"Third-Party Services"**: Any services, software, networks, or components that are integrated with, or provided by third parties for use in conjunction with, OMAX's own Services. (For example, mobile carrier networks, internet providers, domain registries, or external applications that interface with the Platform.)

Any other capitalized terms used in these Terms shall have the meanings given to them in the context of the text.

3. Acceptance of Terms

By creating an Account on the Platform, or by accessing or using any OMAX Services, you signify your acceptance of these Terms. If you do not agree to these Terms, you are not authorized to use the Platform or Services. When registering or at the point of first use, you may be required to click "Accept" or check a box indicating your agreement; however, this Agreement is effective between you and OMAX even if no electronic acceptance is requested, to the extent you use the Services. If you are accepting these Terms on behalf of a company or other legal entity, you represent and warrant that you have full legal authority to bind that entity to these Terms, and in that case "you"

will refer to the entity. **You should ensure that anyone who uses our Services through your Account (e.g. your employees or contractors) abides by these Terms.**

These Terms will remain in effect throughout your use of the Platform and Services. You understand that we may update or modify these Terms in the future, as described in Section 17 (Modifications to Terms or Services). Continued use of the Services after any changes to the Terms constitutes your acceptance of the new Terms.

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4. Eligibility

Minimum Age: To register for an Account or use the Services, you must be at least 18 years old or the age of legal majority in your jurisdiction, whichever is higher. By accepting these Terms, you represent that you meet this requirement. If you are under 18, you may not use the Platform or Services without a parent or legal guardian's involvement and consent (and we reserve the right to refuse service even with consent, given the contractual nature of the Services).

Legal Capacity: You must have the legal capacity to enter into a contract. By using the Services, you confirm that you are not a person barred from receiving services under the laws of any applicable jurisdiction (for example, you are not on any trade sanctions list or prohibited party list under UK, EU, or US law). OMAX may restrict access to the Services in certain countries or regions in compliance with export control and sanctions regulations.

Business Use: If you are using the Services on behalf of a business, organization, or governmental entity, that entity must be legally registered and in good standing under the laws of its formation. You represent that you have the authority to bind that entity to these Terms and that the entity and all users accessing the Services through your Account meet the applicable eligibility requirements.

OMAX reserves the right to refuse registration or access to the Services to any individual or entity that does not meet our eligibility criteria. We may also request proof of eligibility or identification information as needed. In addition, we reserve the right to limit or prevent access to the Services where providing them would violate applicable laws or regulations (for example, we may not allow sign-ups from certain sanctioned countries or regions).

5. Services Provided

OMAX provides a range of telecommunications and related services through the Platform. By way of overview, our Services include, but are not limited to, the following:

- **eSIM Data Services:** Our Platform enables you to purchase and manage electronic SIM ("eSIM") profiles for compatible mobile devices. This includes activating mobile data plans, topping up data allowances, and monitoring data usage in real time. eSIMs allow you to access mobile data networks in supported countries without the need for a physical SIM card. All eSIM usage is subject to the data limits and expiration periods of the plan you purchase. You are responsible for ensuring your device is eSIM-compatible and for following the provided instructions to download and activate any eSIM profile.
- **SMS Messaging Services:** We offer an SMS platform that allows you to send and receive text messages (SMS) to and from mobile devices. This may be done via a web interface on the Platform or through API access such as SMPP for high-volume or automated messaging. Features include management of **Sender IDs** (the alphanumeric or numeric originator identity for messages, subject to availability and approval), creation of messaging campaigns, scheduling of messages, and tracking delivery status. You must use the SMS

Service in compliance with all anti-spam laws and regulations – for example, only sending bulk or marketing messages to recipients who have given valid consent, and including opt-out mechanisms when required.

- **Cloud Phone Services:** Our cloud telephony services enable voice communications over the internet (VoIP). This includes:
 - **Virtual PBX (vPBX):** a hosted private branch exchange system that lets you configure internal phone extensions, call routing, interactive voice menus (IVR), voicemail, call recording, and other business phone system features through software.
 - **DID Numbers:** the ability to acquire and use direct inward dialing numbers. These are virtual phone numbers in various countries or regions which can forward calls to your PBX or devices. Inbound calls to these numbers can be answered via the Platform or forwarded to your chosen endpoints.
 - **SIP Trunks:** connectivity service that allows your own IP-based telephone system or PBX to make and receive external calls via our network. Through a SIP Trunk, you can connect to the public telephone network, enabling inbound and outbound calls using VoIP.
 - The cloud phone services may support outbound calling to regular phone numbers and inbound calling to your DIDs. Note that use of these services may require adequate internet bandwidth and a compliant SIP/VoIP device or software. You are responsible for configuring your equipment or software according to our specifications. **Emergency Calling:** Unless explicitly stated for a particular service or number, our cloud phone services **may not support calls to emergency services (e.g., 999 or 112 in the UK) or may have limitations in doing so.** We will inform you if emergency calling is available on your service. You should always have an alternative means of contacting emergency services. (See also Section 14 for important limitations on emergency calling.)
- **Email and Domain Services:** The Platform may offer tools related to email and domain name management. For example, we might provide custom email hosting or forwarding (allowing you to create an email address associated with a domain you own) and domain registration services (assisting you in registering or transferring internet domain names). Use of the domain services is subject to the rules of the relevant domain registries and ICANN (for generic domains). You must not use any email service we provide for sending spam or unsolicited bulk emails, and domain registrations must not violate any third-party trademark or intellectual property rights. We simply facilitate these services; ultimate registration of domain names or delivery of emails may involve third-party providers.

- **Payment, Invoicing, and Credit Management:** The Platform includes a billing system that allows you to add funds to your Account (maintain a prepaid balance), purchase services, and pay invoices. You can manage payment methods (such as saving a credit card), review charges, and download invoices or receipts for your transactions. If you are a business customer, you may have the option to receive monthly invoices for usage. The Platform displays your current credit balance and any applicable usage charges or subscription fees. You must ensure timely payment as detailed in Section 8 (Pricing and Payments). The billing system may also allow automatic recharge of your balance or auto-renewal of subscriptions if you opt-in to those features.
- **User Dashboard (Client Portal):** When you log into the Platform, you have access to a personalized dashboard. Through this dashboard, you can oversee all of your active services and subscriptions, view real-time usage statistics (such as remaining data on an eSIM or minutes used on a SIP trunk), and adjust settings for each service. The dashboard allows you to manage your profile information, security settings (like changing your password or enabling two-factor authentication if available), and to view logs or history (e.g., call logs, message logs, or support ticket history).
- **Support and Ticketing System:** We provide customer support to assist you with any questions, technical problems, or disputes. Through the Platform's support or ticketing section, you can submit inquiries or trouble tickets. We will endeavor to respond to support tickets in a timely manner, typically during our business hours or as indicated on the Platform. Support may also be available via email or phone as listed in Section 19 (Contact Information). While we strive to resolve issues promptly, we do not guarantee any specific resolution time, and the support is provided subject to the limitations of Section 14 (Disclaimers and Liability).

All the Services above are subject to these general Terms. In addition, certain Services may have **service-specific terms, acceptable use policies, or documentation** that provide more details on their use. Such documents, if provided or referenced at the time you use the Service, are hereby incorporated into these Terms by reference. In the event of a direct conflict between these general Terms and any service-specific terms provided by OMAX, the service-specific terms will govern for that particular Service to the extent of the conflict.

We continuously improve and evolve our Services. OMAX reserves the right to introduce new services, modify existing services, or discontinue services in accordance with Section 17 (Modifications to Terms or Services). We will attempt to provide advance notice of significant changes when feasible. Your use of any new or updated Service will be subject to these Terms.

6. Account Registration and Management

To access most Services, you must register for an Account on the Platform. The following terms apply to Account registration and ongoing management:

- **Registration Information:** When you create an Account, you agree to provide accurate, truthful, and complete information about yourself (and, if applicable, your organization). This information may include your full name (or company name), billing address, contact

email, phone number, and payment details. You also agree to keep this information up to date. We may require you to verify your email address or phone number during sign-up or before providing certain Services. If any information you provided becomes outdated or incorrect, you must promptly update it via the Platform or by contacting support.

- **Account Security:** You are responsible for maintaining the confidentiality and security of your Account login credentials (username, password, and any two-factor authentication tool). **You must not share your login details** with any unauthorized person. If you believe that someone else has obtained your account credentials or accessed your Account, you **must notify OMAX immediately**. We encourage you to use a strong, unique password and to enable any additional security features we offer. OMAX will not be liable for any loss or damage arising from unauthorized access to your Account due to your failure to safeguard your credentials. You are responsible for all activities that occur under your Account (except to the extent caused by our own negligence or security breach).
- **Multiple Accounts:** In general, you should register only one Account for yourself or your organization. Creating multiple accounts for the same entity or individual is not allowed without our permission, as it may violate our fraud prevention or anti-abuse policies. If you require separate accounts for different business units or projects, please contact us to discuss authorized arrangements. We reserve the right to merge or deactivate duplicate accounts that we discover.
- **Account Ownership and Authority:** The individual or entity listed as the Account owner (and the email address associated with the Account) is deemed by OMAX to have full control over the Account and Services. If you are an organization, you should designate one or more administrators who have authority to manage your Account. You acknowledge that the Account owner or admin can make binding decisions (such as purchases or cancellations) on behalf of the Account. OMAX is not responsible for internal management of account credentials or any disputes between persons (e.g., between an employer and employee) regarding control of an Account; the registered owner contact will be our point of contact.
- **Verification Requirements:** OMAX may require you to undergo user verification or Know-Your-Customer (KYC) checks for certain Services due to legal or security requirements. For example, before activating an eSIM profile or obtaining a DID number in certain countries, you might need to submit identification documents or business credentials as required by telecom regulations. You agree to provide any such information or documentation promptly upon request, and you represent that all details provided will be genuine and correct. We will handle any personal data received in this process in accordance with our Privacy Policy (see Section 12). If you fail to complete a required verification or if we suspect the documents are false, we may suspend or deny the related Service.

- **Account Use by Others:** If you are a business user, you may authorize your employees or contractors to use the Services under your Account. For instance, you might create sub-accounts or users in the Platform's vPBX or share access to the dashboard for billing. **You are responsible for all activities conducted under your Account by such authorized persons.** Ensure that anyone with access to your Account credentials or who is invited to the Platform by you is bound to act in accordance with these Terms. If an authorized user leaves your organization or should no longer have access, you must revoke their permissions or change your credentials to maintain security.
- **Unauthorized Activities:** You agree not to use another User's Account or impersonate any person or entity. You also agree not to attempt to gain unauthorized access to any portion of the Platform or any other accounts, computer systems, or networks connected to our Services through hacking, password mining, or any other means. If we detect what we believe to be unauthorized or suspicious activity in your Account (such as unusual login locations or excessive usage inconsistent with your history), we may lock or suspend the Account for security reasons and contact you for verification.
- **Account Communication:** You agree that we may communicate with you via the Account contact details (email, phone) for service-related announcements, billing issues, security alerts, or support matters. It is your responsibility to ensure you can receive emails from us (for example, by keeping your email address current and checking spam filters). Notices sent to your registered email are considered received by you within 24 hours of sending.

Maintaining your Account in good standing (accurate information, paid-up status, compliant usage) is important for uninterrupted access to Services. We reserve the right to suspend or terminate Accounts that violate these Terms, as detailed in Section 16 (Termination).

7. User Responsibilities

When you use our Platform and Services, you assume certain important responsibilities to ensure that our services are used safely, lawfully, and as intended. **By using OMAX Services, you agree to the following:**

- **Compliance with Laws:** You will use the Services in compliance with all applicable laws and regulations. This includes (but is not limited to) telecommunications laws, data protection and privacy laws, consumer protection laws, and export control regulations. You are solely responsible for the legality of any communications or content you transmit using our Services. For example, if you send SMS messages, you must ensure those messages comply with local marketing or spam laws; if you make calls, you must comply with telemarketing rules and not engage in fraud or harassment.
- **Proper Use of Services:** You will use the Services only for their intended and lawful purposes. You shall not use the Services for any activities that are illegal, offensive, or that could harm others or OMAX's systems (see Section 10 on Use Restrictions for specific

prohibitions). For example, you will not use the SMS Service to send phishing texts or the cloud phone service to run phone scams. You agree to abide by any acceptable use policies or guidelines that OMAX provides for specific Services. It is your responsibility to familiarize yourself with any user guides or documentation for the Services to use them correctly.

- **Consent for Communications:** If you use our Services to contact or message third parties (for instance, sending bulk SMS campaigns or making calls through the PBX to customers), you are responsible for obtaining all necessary consents from those third parties. **You must ensure you have valid permission** to send messages or call the individuals you contact using our platform, especially for marketing or automated messages, in accordance with laws like the UK Privacy and Electronic Communications Regulations (PECR) or other anti-spam/telemarketing laws. OMAX is not responsible for verifying whether you have such consent; you represent and warrant that any communications you initiate via our Services are lawfully permitted.
- **Device and Software Requirements:** You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access, or otherwise use the Services. This includes, for example, a compatible smartphone or device for using an eSIM, a computer or router for internet access, a VoIP phone or softphone software to use SIP trunking or vPBX, and an internet connection with adequate bandwidth. OMAX is not liable for any deficiencies in service quality if those arise from your hardware, software, or internet provider. You should also keep any software or device firmware up-to-date to ensure compatibility and security (e.g., installing updates to a mobile OS that might affect eSIM functionality).
- **Account and Service Usage:** You are responsible for all usage of the Services under your Account. This means you should monitor your Accounts for any irregular activity and ensure that any actions taken (like purchases, message sending, or call initiation) are intended by you. If you discover any usage that you did not authorize (such as unexplained data usage or calls you did not make), you must notify us immediately. We may work with you to investigate, but you may be held responsible for charges if the activity originated from your authenticated account or devices (subject to potential refunds or reversals at our discretion if we find it was due to a security breach on our side).
- **Fees and Charges:** You are responsible for timely payment of all fees and charges associated with your use of the Services, as detailed in Section 8 (Pricing and Payments). You should regularly review your account balance and billing statements. If you maintain a prepaid credit, ensure it is sufficient for your usage to avoid service interruption. For any postpaid or invoiced amounts, ensure payments are made by the due dates. Failure to pay for Services you have used is a breach of these Terms.

- **Keep Information Updated:** You must promptly update your Account information (via the Platform or through our support) if there are any changes, particularly to contact details (so we can reach you with important notices) or payment information (to avoid payment failures). For example, if your credit card on file is expiring, you should update it to prevent a lapse in Service renewal. If we cannot contact you due to outdated information, we are not responsible for any consequences (e.g., not receiving a notice about a change or a problem).
- **Respect for Others' Rights:** You will respect the intellectual property and privacy rights of OMAX and others. This means you will not upload or transmit content through our Services that you do not have the right to use or that violates someone else's copyright, trademark, privacy, or other rights. For instance, you should not use the mail service to distribute copyrighted material without permission, or register a domain name that infringes a third party's trademark. You also should not use the Services to collect personal data about others without consent.
- **Service Configuration:** Some of our Services (like vPBX or SIP trunking) offer you significant control over configuration (such as setting call forwarding rules, PBX behavior, or security measures). You are responsible for configuring these properly to suit your needs. For example, if you enable international calling on a SIP trunk, you should apply any desired restrictions to prevent abuse (like unauthorized expensive calls). We provide documentation and may assist with support, but the ultimate responsibility for configuration lies with you.
- **Backup and Data:** You are responsible for backing up any data that you store on the Platform that you cannot afford to lose. While we take reasonable measures to protect and preserve data (such as call logs, SMS logs, or settings), we cannot guarantee against data loss. For example, if you have important voicemails or messages, ensure you have copies if needed. In the event of any system failure, our liability is limited as described in Section 14.
- **Cooperation and Conduct:** You agree to cooperate with any reasonable requests by OMAX in connection with the provision of Services. This could include providing feedback on service quality when troubleshooting, or assisting in an investigation of any suspected breaches of these Terms. You also agree to behave respectfully and lawfully in your interactions with our support staff and representatives. Harassment, abuse, or threats toward OMAX personnel is a violation of these Terms and grounds for termination of your Account.

In summary, you must use OMAX's Services responsibly. If you fail to meet the above responsibilities, OMAX reserves the right to take appropriate action, which may include

suspension of Services, termination of your Account, or other legal measures as described elsewhere in these Terms. Your cooperation and compliance ensure a better service for all users.

8. Pricing and Payments

By using our Services, you agree to pay the fees and charges applicable to those Services, as set forth on the Platform or in any applicable order or service agreement. Below are the terms governing pricing and payments:

Pricing Information: Prices for our Services are published on the Platform (e.g., on service pages or in your dashboard when selecting a plan) or communicated to you directly (for custom plans or B2B contracts). All prices are listed in EUR (€) unless otherwise stated, and are **exclusive of taxes** (such as VAT) unless the context clearly indicates otherwise. If we provide pricing in other currencies, charges may be converted to EUR or to your chosen billing currency at the time of payment at applicable exchange rates. We reserve the right to change the pricing for any Service, including introducing or altering fees, in accordance with Section 17 (Modifications). If we increase the price of a Service to which you are subscribed, we will provide you notice in advance (e.g., by email or a dashboard notification) and the change will apply no earlier than your next billing cycle or purchase.

Taxes: OMAX will charge VAT or other applicable taxes on Services as required by law.

- For consumers (B2C) located in the UK, our prices will typically **include VAT** (or we will add VAT at the checkout) at the prevailing rate, unless explicitly stated that a price is before VAT.
- For customers in other countries, local VAT, GST, or similar taxes may apply based on the service and jurisdiction (for example, EU consumers may be charged VAT under EU rules for digital services).
- Business customers may be quoted prices **exclusive of VAT**. If you are a business in the UK, VAT will be added to your invoices. If you are a business customer outside the UK, you are responsible for any self-assessment of taxes (e.g., reverse charge VAT in the EU, if applicable, or any local taxes). You agree to pay any and all taxes and duties (such as sales tax, use tax, GST, VAT, or withholding taxes) that are imposed on your purchase or use of our Services, whether they are charged at the time of purchase or assessed later by tax authorities. If you are tax-exempt or entitled to a reduced rate, you must provide us with valid documentation; otherwise, we will treat all charges as taxable.

Payment Methods: We accept various payment methods for purchasing Services or adding credit, which may include credit/debit cards, PayPal, bank transfers, or other online payment processors as indicated on the Platform. When you provide payment information (e.g., card details), you represent that you are authorized to use the payment method and you authorize OMAX (or our designated payment processor) to charge the full amount of the purchase (and any applicable taxes or fees) to that payment method. For recurring charges such as subscription renewals or monthly bills, you authorize OMAX to automatically charge your saved payment method on file when payments are due, unless you have cancelled the Service in advance as described in Section 9 or Section 17.

Prepaid Credit and Balance: Our Platform may operate on a prepaid model for certain Services, meaning you maintain a **credit balance** in your Account from which usage fees are deducted:

- You can top-up your Account balance by making payments in advance. The methods to top-up and minimum/top-up increments will be indicated on the Platform (for example, you might add €10, €20, €50, etc., to your account).
- Any prepaid credit you add to your Account will be applied in the currency of your account (e.g., EUR) and will be used to pay for usage-based Services (for instance, per-minute call charges, per-SMS fees, data usage beyond plan, etc.) or to auto-renew your subscriptions if you have set them to draw from your balance.
- **Non-Expiration and Inactivity:** Unless otherwise stated, prepaid credits do not have a fixed expiration date. However, if your Account remains inactive (no usage or login) for an extended period (e.g., 12 months) we reserve the right to charge an inactivity fee or, where permitted by law, to expire the remaining credit after prior notice to you. We will notify you before any such fee is applied or credit is cleared due to inactivity.
- **No Cash-Out:** Prepaid balances are not a bank account or deposit. They are non-transferable and have no cash value. You cannot redeem your balance for cash or a refund except as expressly provided in these Terms or required by law (e.g., certain jurisdictions might require refund of small remaining balances upon account closure).
- It is your responsibility to monitor your credit balance. If your balance is insufficient, certain Services may stop or be suspended (for example, if you run out of credit, your ongoing call might drop or your data eSIM could cease connectivity). We are not responsible for losses or interruption due to depleted balance. We may offer an **auto top-up** feature which, if enabled by you, will automatically charge your payment method to add credit when your balance falls below a threshold. If you enable this, you agree to those recurring charges to maintain your service continuity.

Invoices and Billing for Postpaid Services: For some Services, particularly for business users or specific offerings (like monthly subscription plans, phone number rentals, or high-volume usage accounts), we may issue periodic invoices rather than deduct from a prepaid balance:

- Invoices will typically be issued electronically (e.g., via email or available in your dashboard) on a monthly basis or as otherwise set forth (such as at the end of a usage period). Each invoice will detail the charges for the period, which may include recurring fees (subscriptions), usage charges (per message, per minute, data overages), and any applicable taxes.
- Payment terms for invoices are net 7 days. Commonly, this is immediate or 7, 14, or 30 days from issue. You must pay the full amount due by the due date indicated.
- If you believe an invoice is incorrect, you must notify us in writing (via our support channels) **within 14 days** of the invoice date and provide details of the dispute. We will

investigate and, if the invoice is in error, issue an adjustment or credit. If you do not dispute an invoice within 14 days, it will be deemed accepted and final.

- We may require certain business customers to undergo a credit check or provide a deposit before extending postpaid billing. If a deposit is required, we will hold it as security for payments and it may be applied against unpaid invoices; any remaining deposit will be returned to you upon termination of services, subject to settling all dues.

Late Payments: Timely payment is essential. If you do not pay an invoice by its due date, or if a charge to your provided payment method is declined or reversed (for example, a chargeback or insufficient funds):

- OMAX reserves the right to suspend or terminate the affected Services or your entire Account (see Section 16) for non-payment. We will typically provide a warning or grace period (for example, a few days past due with reminder notices) before suspension, but we are not obligated to do so.
- We may charge a late payment fee or interest on the overdue amount. If not specified otherwise, interest will accrue at the rate of **4% per annum above the Bank of England's base rate** (or the maximum rate permitted by law, if lower), calculated daily from the due date until the date of actual payment. We may also charge reasonable administrative fees for the cost of recovering the debt.
- You will be responsible for any costs we incur in collecting overdue payments, including legal fees, court costs, collection agency fees, or similar expenses, as permitted by law.
- If a charge is rejected (e.g., credit card chargeback or bank reversal) and you still owe the amount, we may treat it as a late unpaid amount and also charge you for any fees assessed to us by the payment processor as a result of the rejection.

No Set-off or Deductions: All payments by you to OMAX under these Terms shall be made in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). This means you cannot withhold payment of any amount due to OMAX even if you believe you have a claim against us, unless we have agreed in writing to such deduction or a court/authority orders it.

Promotions and Credits: If we offer any promotional credits or coupons (for example, a free credit for signing up, or bonus credit for referring friends), those are subject to the specific terms of the promotion. Such credits may only be used for certain Services, may expire if not used by a deadline, and have no cash value. If your Account is terminated for cause, any remaining promotional credits may be forfeited.

By maintaining an active Account and using our Services, you acknowledge that you must keep your payment obligations in good standing. We reserve the right to take appropriate actions in case of payment delinquency, including engaging collection services or legal action for unpaid amounts. However, we prefer to work with you to resolve any payment issues, so please contact us if you are experiencing any difficulties that might lead to late payment, and we will try to find a reasonable solution.

9. Refund and Cancellation Policy

We want you to be satisfied with our Services, but we also need to ensure fairness and comply with legal requirements regarding cancellations and refunds. This section explains when you may cancel a Service or request a refund, and what conditions apply.

Cancellation by You (Consumer Rights): If you are an individual consumer (not a business) in the UK or EU, you have certain **statutory rights** under consumer protection laws to cancel some contracts at a distance (online) within a "cooling-off period." For digital services like ours:

- You generally have **14 days** from the date of concluding the contract (e.g., from purchase or sign-up) to cancel a service for any reason and receive a refund. However, this right **may not apply in full** once the service has begun with your consent. For example, if you purchase an eSIM data plan and immediately activate it (i.e., the digital service has been delivered and used), you might lose the right to cancel and get a refund for that plan.
- At the time of purchase, we may ask you to acknowledge that you want the service to start immediately and that you understand you will lose the right to cancel once the service is fully delivered. By agreeing and starting to use the service (e.g., downloading the eSIM or sending SMS through the platform), you are requesting immediate performance and waiving the 14-day cooling-off cancellation right for that specific purchase.
- If you have not started using a service and wish to exercise your cancellation right within 14 days, you must inform us (through a clear statement via email or the support ticket system) before the 14-day period expires. We will then refund any payments received for that service. For example, if you bought a phone number subscription and within 14 days decide you don't want it and haven't yet used it to make/receive calls, you can cancel and get a refund.
- **Business Customers:** Please note, if you are a business user or using the Service for commercial purposes, statutory consumer cooling-off rights do not apply. All sales are final once a service is provisioned or delivered, except as provided in this policy or required by the contract or law.

Refunds for Unused or Faulty Services: In general, fees for Services (especially usage-based services that have been used or delivered) are **non-refundable**. However, we do consider refunds under certain circumstances:

- **Technical Problems / Service Faults:** If a Service you purchased is not delivered or is defective due to an error on our part, you may be eligible for a refund or credit. For example, if you purchase an eSIM data package and, despite using a compatible device and following instructions, you are completely unable to connect to any network due to an issue attributable to OMAX or our carrier partners (and not due to your device or local signal conditions), we will investigate and may issue a refund or provide an equivalent replacement eSIM data package. Similarly, if you rent a DID number and it never functioned (calls never completed) due to a configuration issue on our side that we cannot resolve, we would credit or refund you for that number rental.

- **Unused Services:** If you purchased a prepaid service (like a bundle of SMS or voice minutes, or a monthly plan) and you **never used** it, you can contact us to request a refund or credit, especially if only a short time has passed since purchase. We may, at our discretion, allow a refund for completely unused services, but this is handled on a case-by-case basis and typically only if you contact us promptly (e.g., within a few days of purchase). For instance, if you accidentally purchased the wrong plan and haven't activated or used it, we might refund so you can buy the correct one.
- **Partial Use:** If you have partially used a service, refunds are generally not provided for the used portion. We might consider a pro-rata refund for the unused portion only in exceptional cases or where required by law or our own service guarantee. For example, if our network had a major outage that prevented you from using an eSIM for a significant period, we might offer credit for the downtime.
- **Account Credit:** In many cases, instead of a direct monetary refund, we may offer to credit your Account with the equivalent value of the service or portion of service that was faulty or unused. This credit can then be used towards other OMAX services. Any such offer will be discussed with you, and a monetary refund can be provided if you prefer and are legally entitled to it.

Subscription Cancellation: Certain Services operate on a subscription or recurring basis (e.g., monthly charges for a cloud PBX seat, a recurring data plan, or DID number rental).

- You can cancel a subscription **at any time**, but the cancellation will typically take effect at the **end of the current billing period**. For example, if you have a monthly subscription that renews on the 1st of each month and you cancel on the 15th, you will continue to have access to the service until the 1st of the next month, and it will not renew thereafter.
- To cancel, you should use the cancellation feature on the Platform (if available) or contact support with your request. We recommend doing this at least a few days before the next renewal date to ensure it's processed in time.
- In general, we **do not provide refunds for the remainder of a billing period after cancellation**. You will retain access for the period you've paid for, and the service will simply not renew. For instance, if you cancel a yearly plan 6 months in, we do not refund the unused 6 months except in special situations described below.
- If you have paid in advance for a fixed term (e.g., a one-year plan) and wish to cancel before the term ends, refunds are not automatic. We may consider a partial refund for the unused full months remaining, but early termination fees or discount reversals might apply if you received a better rate for committing to a full term.
- **Exception – Material Changes:** If we make a material change to the Service or Terms that significantly and detrimentally affects you (as detailed in Section 17) and you do not agree

to the change, and as a result you choose to terminate a service early, we will allow a pro-rated refund for any prepaid portion of that service you will not use. For example, if you prepaid annually for a service and we change the Terms in a way that negatively affects you and you terminate immediately, we would refund the unused full months remaining in your term.

How to Request a Refund or Cancellation:

- **Contact Support:** To cancel a service or request a refund, you should contact us through the official support channels (such as the support ticket system on the Platform or the support email provided in Section 19). Provide your account identification, the service in question, and the reason for cancellation or refund request.
- **Timeframe:** Prompt requests are more likely to be approved. If too much time has passed (e.g., many weeks after an issue occurred or after a purchase), it may be difficult for us to verify the situation. We encourage you to inspect the services upon delivery and test them promptly, so any problems can be addressed immediately.
- **Resolution:** Our customer service team will review your request. We may ask for additional information or attempt to resolve any underlying issue (for example, technical support might fix an eSIM configuration problem enabling you to use the service you purchased). If a refund is warranted, we will inform you of the approval.
- **Refund Method:** Approved refunds will be issued back to the **original payment method** wherever feasible. If that is not possible (for instance, the card used has been cancelled or the refund window for a payment processor has passed) we may issue the refund via an alternate method, or as Account credit if you agree. Refunds to credit cards can take several business days to appear on your statement. Refunds via bank transfer will require you to provide bank details and may take longer. We do not offer refunds in cash or check.
- **Fees:** If the refund is due to our error or a valid cancellation under these Terms, we will refund the full amount paid for the service (including any taxes). We will not levy any administrative fee for processing such refunds. However, if a refund is granted as an exception (goodwill) for a situation not caused by any fault on our side, we reserve the right to refund net of any non-recoverable fees (for example, if a payment processor does not return transaction fees, we might deduct those).

No Refunds in Cases of Misconduct: If your Account is terminated by us due to a breach of these Terms, policy violations, or unlawful conduct (see Section 16), you will not be entitled to any refunds for Services already purchased or for any unused credits in your Account, except where required by law. For example, if we terminate your service for sending spam texts, we will not refund any remaining SMS credits or monthly fees you have paid. Similarly, if we terminate due to non-payment or fraud, no refund will be due. Any prepaid balance may be forfeited in such cases.

Chargebacks and Reversals: If you initiate a chargeback or payment reversal with your bank or credit card for a charge from OMAX that you legitimately incurred under these Terms, we reserve

the right to suspend your Account during the dispute process. We consider chargebacks as a last resort for customers and prefer you work with us on any billing issues. Fraudulent chargebacks (claiming a charge was unauthorized when it was actually yours) may be pursued as breach of contract or fraud.

This Refund and Cancellation Policy is intended to be fair and transparent. We value our customers and will make good-faith efforts to resolve issues. However, our Services often involve immediate consumption of telecommunication resources (like data or phone connectivity), and once provided, they cannot be "returned." Thus, our ability to offer refunds is limited to the scenarios outlined above. **Nothing in this section affects your statutory rights.** If under applicable law you are entitled to cancellation or refund beyond what is stated here, we will honor our legal obligations.

If you have questions about whether you are eligible for a refund or how to cancel a service, please contact our support for guidance.

10. Use Restrictions

We are committed to ensuring that our Services are used safely, lawfully, and in a manner that respects the rights of others and the integrity of our network. When using the Platform and Services, **you agree that you will NOT:**

- **Engage in Unlawful or Abusive Activity:** You must not use the Services for any unlawful, illegal, fraudulent, or abusive purposes. This includes, but is not limited to, using the Services to commit or further a crime, to harass or defame someone, to impersonate others (except as allowed in legitimate business capacities), or to engage in any form of harassment, hate speech, threats, or stalking. You also must not use the Services in violation of any applicable export control or sanctions laws.
- **Send Spam or Unsolicited Communications:** You must not use the SMS, email, or phone Services to send unsolicited bulk communications ("spam"). Any mass messaging or calling campaigns must comply with applicable laws (for example, you must have the recipient's consent where required). You are prohibited from sending messages that are commercial in nature without proper consent (no unsolicited marketing texts or robocalls) and from sending any content that is prohibited by law (such as messages that violate privacy or spam laws, including but not limited to the Privacy and Electronic Communications Regulations (PECR) in the UK or the CAN-SPAM Act if applicable, etc.). You must also honor opt-out requests promptly and not deliberately send messages to individuals who have indicated they do not wish to receive them.
- **Infringe on Intellectual Property or Other Rights:** You must not use the Services to transmit, distribute, or store any content that infringes any person's intellectual property rights or other rights. This includes unauthorized sharing of copyrighted materials (music, videos, software, text) via any medium, registering or using domain names that infringe trademarks, or sending communications that divulge confidential or proprietary information without authorization. If you use our services to host or transmit content (like voicemail greetings, hold music, emails, etc.), ensure you have the necessary rights/licenses for that content.

- **Distribute Harmful or Offensive Content:** You must not upload, send, or store content that is defamatory, obscene, pornographic (particularly content that is illegal or could exploit minors), indecent, or otherwise objectionable or harmful (e.g., inciting violence or discrimination). This includes not using the Services to facilitate any form of human trafficking, distribution of non-consensual pornography, hate crimes, or terrorism-related activities. Content that is generally lawful but extremely offensive or inappropriate may still violate our acceptable use standards and is prohibited.
- **Interfere with Networks or Systems:** You are strictly prohibited from any activity that could **interfere with or disrupt** the integrity, stability, or performance of our Services or the networks and systems (including those of third-party providers) used in providing the Services. This means:
 - No introducing viruses, worms, Trojan horses, malware, or any other code intended to harm or hijack the operation of the Service or recipient devices.
 - No launching or facilitating a **denial-of-service (DoS) attack** on our infrastructure or any other target using our Services.
 - No attempting to probe, scan, or test the vulnerability of any system or network of OMAX or breaching any security or authentication measures without proper authorization.
 - No attempting to **bypass any measures** we use to restrict access to the Services (such as trying to use the Service without paying, or accessing features you have not paid for).
 - No interference with other users' accounts, stealing session tokens, or doing anything that puts undue load on our platform (e.g. deliberate overuse of API calls outside of allowed limits).
- **Unauthorized Access and Hacking:** You must not attempt to gain unauthorized access to any Service, Account, computer system or network associated with the Services. This includes not only OMAX's systems but also those of other customers or any third party. You should not use someone else's credentials or identity on the Platform. Additionally, using the Services as a means to unlawfully access systems (for example, war dialing to find open modems, or using our SMS to brute force verification codes on other platforms) is forbidden.
- **Misuse of Voice Services:** If you are using voice calling or SIP trunk services, you must not:

- Originate **malicious or nuisance calls** (such as repeated unwanted calls to a victim, spoofing caller ID to mislead or defraud, or excessive short-duration calls purely to disrupt).
 - Use auto-dialers or predictive dialers in a way that violates laws (for example, auto-dialing emergency numbers or sequentially dialing number blocks without regard to recipients).
 - **Spoof or manipulate Caller ID** information in a harmful or illegal manner. (Using a valid, owned number or a properly assigned alphanumeric Sender ID for SMS is allowed, but you must not present false identities or ones you are not entitled to use.)
 - Violate any Do-Not-Call (DNC) regulations or call prohibitions for those who have opted out.
 - Route traffic for third-party entities without authorization (e.g., acting as a mini-telco to pass calls from unrelated parties through our trunk without a proper agreement).
- **Resale or Unauthorized Commercial Use:** You are not permitted to resell or provide the Services to unauthorized third parties. The Services are offered for your direct use (or your organization's use). Using your Account to act as a telecom carrier or service provider for others, or pooling and redistributing services without permission, is prohibited. For instance, you cannot purchase SMS credits and then sell SMS sending as a service to unrelated third parties, or obtain DIDs and then lease them out to others, unless you have a reseller agreement or our explicit consent. (Using Services as part of your own integrated product or service offering to your clients may be acceptable with permission—consult us if in doubt.)
- **Exceeding Usage Limits / Fair Use:** You must not deliberately use the Services in a way that circumvents or exceeds any usage limits or quotas set by OMAX or that would be considered outside normal use. For example, if a service has a fair use policy (such as unlimited data with a reasonable usage threshold), pushing usage far beyond that in a manner that suggests abuse (like running a torrent server farm on an "unlimited" data eSIM) is not allowed. Similarly, any attempt to use scripting or automation to continuously create accounts to get around free trial limits, or any behavior designed to avoid billing, is prohibited.
- **No Illicit Exploitation of Services:** You must not use the Services in connection with any activities that exploit or harm minors (such as grooming or sharing inappropriate content involving minors), promote self-harm or violent extremism, or any form of illegal gambling or fraudulent financial schemes (like pyramid schemes, Ponzi schemes, phishing for

credit card details, etc.). Using SMS for phishing messages, or using voice calls to impersonate officials (vishing) to scam people, are examples of strictly prohibited conduct.

- **Third-Party Policy Compliance:** Some of our Services rely on third-party providers (e.g., mobile carriers, internet backbone providers, domain registries). If any such provider has policies or codes of conduct (for example, a carrier's A2P SMS policy or a domain registry's acceptable use policy), you must not engage in conduct that would violate those policies. We will make available or inform you of any such third-party requirements when applicable. For instance, certain countries have specific rules on message content or volume—if you're sending SMS to those countries, you must follow those rules.

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This list of restrictions is not exhaustive. **Any use of the Services that is illegal, harmful to others, or could harm OMAX (including our reputation, network, or ability to provide services) is a violation of these Terms.** We reserve the right to determine, in our reasonable judgment, whether a given use violates this Section 10.

Consequences of Violation: If you violate any of the above restrictions, OMAX may take immediate action. This can include suspending your access to the Services, terminating your Account (see Section 16), removing or disabling any offending content or configurations, and, where required, reporting the misconduct to law enforcement or relevant authorities. You may also be liable for any costs or damages incurred by OMAX as a result of your breach (subject to applicable laws and limitations in these Terms).

We prefer to encourage responsible use and will, where appropriate, notify you of a suspected violation and allow you a chance to correct it. However, for serious violations or when required by law or to prevent ongoing harm, we may act without prior notice.

Always use the Services in good faith and with respect for the law and others. If you are ever unsure whether your intended use might violate these restrictions, please contact us in advance for clarification. Your cooperation helps maintain a safe and reliable service for everyone.

11. Intellectual Property

All intellectual property rights in and to the Platform and Services are owned by or licensed to OMAX. Using our Services does not transfer ownership of any intellectual property to you, other than the limited rights granted to you to use the Services under these Terms. Below are specific provisions regarding intellectual property:

OMAX Property: The Platform (including its design, user interface, underlying technology, and software code), our Services, and all content provided by OMAX (such as text, logos, graphics, audio, software, and documentation) are protected by copyright, trademark, trade secret, and other intellectual property laws. OMAX (and its licensors) retain all rights, title, and interest in this material. You agree not to copy, reproduce, distribute, modify, or create derivative works based on any OMAX content or technology, except as expressly permitted by us in writing. You are granted no rights or licenses in OMAX's intellectual property by implication or estoppel.

License to Use the Services: Subject to your compliance with these Terms and payment of any applicable fees, OMAX grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform and Services for your own internal and lawful purposes. This license is for use of the Services **only** and does not grant you any rights to the underlying software (other than to use it as enabled via the Platform interface or any API we provide). You may not sublicense, lease, or resell the Services to any third party (except as allowed under Section 10 for

authorized resellers or integrations). You may not reverse engineer, decompile, or disassemble any software or systems provided by OMAX, except to the extent that such actions are expressly permitted by law notwithstanding this limitation (in which case, please notify us first so we can attempt to address your concern legally without reverse engineering).

Trademarks: "OMAX", "OMAX Telecom", our logos, and any other product or service name or slogan displayed on our Platform are trademarks or service marks of OMAX or our affiliates/suppliers. You are not permitted to use any of these trademarks without our prior written consent. All third-party trademarks (including the names of carriers or partners) that may appear in the Platform or in communications are the property of their respective owners and are used solely to refer to those companies' goods and services. The use of any third-party trademarks on our Platform is not intended to suggest any endorsement or affiliation unless explicitly stated.

Your Content and Data: In the course of using the Services, you may submit, upload, or transmit content that you own or control — for example, the actual text of SMS messages you send, the audio of phone calls (if recorded or voicemail), email messages, contact lists, or domain names you register. You retain all ownership rights in **your content**. We do not claim ownership of user-generated content transmitted through our Services. However, by using the Services, you grant OMAX a **limited license** to use your content as necessary to provide the Services to you. This means, for instance:

- We may process, store, and transmit the text of your SMS and the phone numbers involved, to deliver it to the recipient and show it in your message logs.
- We may copy, store, and playback voicemails you receive until you delete them.
- We may display and use your domain name and related data to register it with the appropriate registry. This license to us is **non-exclusive**, worldwide, royalty-free, and sublicensable only as needed to our subcontractors or partners (for example, passing a message to an upstream carrier). We will not use your content for any purpose other than providing and improving our Services and as otherwise permitted by our Privacy Policy.

Your Warranties for Your Content: You represent and warrant that for any content you use in connection with the Services: (a) you have all necessary rights, licenses, or consents to use and transmit that content (and to grant OMAX the above license to it); (b) neither the content itself nor OMAX's use of it as permitted by these Terms will infringe or misappropriate the intellectual property rights or other rights of any third party, nor violate any law. For example, if you upload a custom music clip for your PBX hold music, you either composed it yourself or have a proper license; or if you send an SMS with someone else's material (like a quote or image), you have permission to do so.

Open Source and Third-Party Software: The Platform or some Services may include or rely on certain open source or third-party software components. Any such components are licensed to us by the rights holders under their own licenses. We acknowledge those licenses and, to the extent required, we will make those licenses and any required source code available to you. Your use of those components as part of our Services is permitted under our license to you above, and in some cases directly under the third-party license. Nothing in our Terms limits your rights under, or grants rights that supersede, the license terms of any open source software included in the Services.

Feedback: We welcome feedback and suggestions about our Services. If you voluntarily provide any feedback, ideas, or suggestions to us ("**Feedback**"), you acknowledge that such Feedback is not confidential and you grant OMAX a worldwide, perpetual, irrevocable, royalty-free license to use, implement, copy, modify, and distribute that Feedback as we see fit. This means if you send us suggestions for a new feature and we implement it, we own that implementation and won't owe you compensation. Feedback is entirely optional, and we value it, but you agree we may use it without restrictions.

Intellectual Property Protection: We respect the intellectual property rights of others and expect our users to do the same. If OMAX receives a credible complaint that content transmitted via your Account infringes a third party's intellectual property, we may take action, such as removing or blocking access to that content, and notifying you. Repeat infringement may result in account termination. If you believe OMAX or a user of our Services has violated your intellectual property rights, please contact us with detailed information so we can investigate (see Section 19 for contact information).

This Section 11 survives termination of the Agreement. If your Account is terminated, OMAX will no longer have rights to your content from that point forward, but this will not affect any rights already granted to us or actions taken in reliance on those rights prior to termination (for example, if we had to store a voicemail as part of providing the service while you were a user, our prior handling under license was lawful; after termination, we would delete or anonymize personal content as per our retention policies).

12. Privacy

Your privacy is very important to OMAX. We are committed to protecting your personal data. Our **Privacy Policy** (available at [Privacy Policy URL]) explains in detail how we collect, use, disclose, and safeguard information in connection with the Platform and Services. We strongly encourage you to read the Privacy Policy, as it forms part of the terms and conditions of your use of our Services (though it is a separate document).

By using our Services, you acknowledge and agree that we may process your personal data in accordance with our Privacy Policy and applicable data protection laws (including the UK General Data Protection Regulation and Data Protection Act 2018, as applicable). This may include processing of metadata from your communications (for example, call records or message logs), account information you provide, and any personal details needed for billing or compliance (like identity documents for SIM registration, if required). We will not use your personal data for purposes other than those outlined in the Privacy Policy without obtaining your consent where required.

Key points regarding privacy:

- We implement appropriate technical and organizational measures to secure your personal data and communications content. However, no service can be 100% secure, so it's important you also take precautions (like securing your Account as discussed).
- We generally will not access the content of your communications (such as message text or call audio) except as necessary to deliver the service (e.g., routing it) or if required by law. In some cases, for support or troubleshooting, we might need to access certain content or metadata with your consent or as permitted by law.

- We may monitor usage in aggregate or for abuse detection (as described in Section 10) but do not monitor user content in a way that violates privacy, except if lawfully required (for example, under a warrant).
- We may share certain data with third-party service providers who work on our behalf to help provide the Services (for instance, payment processors, SMS gateway partners, etc.), under strict confidentiality and only as needed for their role.
- If required by law or lawful order (such as a court order or law enforcement request), we may disclose certain user information or content. We will try to notify you of such requests when permissible.
- Our Privacy Policy also addresses your rights as a data subject (such as rights to access or delete your data) and how to exercise them.

If there is a conflict between these Terms and the Privacy Policy with respect to personal data, the Privacy Policy will generally prevail for matters of privacy and data protection. However, this Section underscores that your use of the Services implies agreement to our data handling practices.

For any personal data of **third parties** that you input into our Services (for example, phone numbers of your end customers, or email addresses when using a mailing feature), you represent that you have collected and are processing that data in compliance with applicable privacy laws. If OMAX is deemed a data processor for such data (when you are the data controller), we will handle that data in accordance with your instructions (the functionality of the Services) and our Privacy Policy. We can also enter into a separate Data Processing Agreement (DPA) if required by law (contact us to arrange that if applicable to you).

In summary, we handle your data with care and in line with the Privacy Policy. Please review the Privacy Policy for complete information, and contact us if you have any privacy-related questions or requests.

(Placeholder: [\[Link to the Privacy Policy\]](#))

13. Third-Party Services

Our Services may involve or enable interactions with third-party networks, services, or content. This section clarifies how third-party services are treated under these Terms:

Use of Third-Party Providers: OMAX relies on various third-party service providers and partners to deliver parts of our Services. Examples include mobile network operators for connectivity (for eSIM data or voice termination), SMS aggregators, domain name registrars, cloud hosting providers for our Platform, and payment processors for billing. While we select reputable providers, **OMAX does not have direct control** over the operations of these third parties. Therefore:

- OMAX is **not liable for failures or service issues attributable to third-party providers**. For instance, if a mobile carrier's network is down in a region and your eSIM cannot connect, or if a domain registry's systems malfunction delaying a domain registration, those are circumstances beyond our direct control (though we will endeavor to help mitigate any impact on you).

- Any **service-level commitments** (uptime, quality, etc.) that OMAX makes are subject to the performance of these underlying providers. We will not be held in breach of our obligations if a third-party failure causes an outage or degradation, provided we take reasonable steps to work with the third party to restore service.
- Where applicable, we will pass through to you any benefits or warranties we receive from these providers in relation to the Services you use. Conversely, your use of certain Services may also bind you to the third-party's standard terms. For example, if you register a .COM domain through our Platform, you are also subject to ICANN's policies and the registrar's terms (which typically require domain owners to provide accurate WHOIS information, etc.). We will inform you of any such terms when you engage in those specific activities.

Integrations and Links: The Platform may provide integration with or links to third-party websites, software, or services that are not owned or controlled by OMAX. For example:

- We might offer a single sign-on through a third-party identity provider, or integrate a third-party email client for you to check emails.
- We might have links to external websites in our knowledge base or external payment gateways for processing. **OMAX is not responsible for third-party sites or services.** Your use of any third-party service is governed by that third party's terms and privacy policy, not by OMAX's Terms. We do not endorse or assume any responsibility for any third-party products, information, materials, or services. If you choose to access or use any third-party resources, you do so at your own risk.

Third-Party Content: In using the Services, you may interact with content provided by others (for example, receiving SMS or calls from third parties, or if using internet access through eSIM, accessing content on the web). OMAX is not responsible for content provided by any entity other than OMAX. We do not monitor the content of communications transmitted through our network aside from automated systems to filter spam or security threats. We cannot guarantee that third-party content you encounter through our Services will be free of viruses, legal, or inoffensive. You assume all risk arising from your interactions with third-party content.

Third-Party Terms Incorporated: In some cases, we may explicitly incorporate additional terms from a partner or supplier into our Terms. If any Third-Party Services come with separate user terms (like a "Microsoft Teams integration terms" or a carrier's acceptable use policy for messaging), those will be provided to you or made available via the Platform, and are hereby incorporated by reference. By using the feature that relies on the third party, you also agree to those terms. If you do not agree, you should not use that specific integrated feature.

No Agency: Neither OMAX nor you intend any third-party relationship (like partnership, joint venture, or agency) to be created by your use of third-party services via our Platform. For example, using a third-party's service through our Platform doesn't make OMAX your agent or vice versa with respect to that third-party service. OMAX is an independent entity and so are the third parties.

Support for Third-Party Issues: Our support may guide you in troubleshooting, but please note that if an issue is traced to a third-party service (like an internet outage at your ISP or a downtime on a carrier's side), we may have limited ability to resolve it directly. We will use reasonable efforts to liaise with third-party providers to restore service (and keep you informed), but we cannot guarantee their performance. Any timelines or resolutions provided by third parties are beyond our control.

Changes in Third-Party Services: OMAX reserves the right to change third-party providers or stop using a particular third-party service if needed (for example, if a carrier ceases operation in a country, we may switch to another partner, or if a third-party API we integrate is discontinued). In most cases, you should not notice the change aside from perhaps improved service or minor differences. If any change in third-party provider will significantly affect your use of a Service, we will inform you in advance when feasible.

In summary, while we strive to deliver a seamless experience, many parts of our Services depend on third-party services. You acknowledge that third-party terms may apply and that OMAX's liability for third-party actions is limited as described in Section 14. We appreciate your understanding that cooperation among multiple service providers is what makes our offering possible, and we will manage those relationships diligently on your behalf.

14. Disclaimers and Limitation of Liability

As-Is Services: OMAX provides the Platform and Services on an "as is" and "as available" basis. To the maximum extent permitted by law, OMAX disclaims all warranties, conditions, and representations of any kind, whether express, implied, or statutory, with respect to the Services. This includes, but is not limited to:

- **Implied Warranties:** Any implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, quiet enjoyment, or accuracy of informational content are **excluded**. We do not guarantee that the Services will meet your requirements, achieve any intended results, or operate in an uninterrupted, secure, or error-free manner.
- **No Guarantee of Uptime or Error-Free Operation:** While we strive for high availability, we do not guarantee 100% uptime. Scheduled maintenance or unforeseen outages may occur. We will try to provide notice for planned downtime and minimize disruptions, but the Service may occasionally be unavailable. OMAX is not liable for any impact of downtime or technical issues, except as may be expressly provided in a Service Level Agreement (if you have one with us, typically only in enterprise contracts).
- **Quality of Communications:** By the nature of telecom services, we cannot guarantee voice call quality, data speeds, latency, or that SMS or other messages will arrive at their destination in a timely manner (or at all). You acknowledge that call clarity can vary, messages might be delayed or lost, and internet data speeds depend on many factors (like network congestion, signal strength, etc.). We will use reasonable efforts to provide good service quality, but results can differ by time and location.
- **Security and Data:** OMAX employs security measures to protect the Services and your data. However, we do not warrant that the Services are immune to all forms of attack or

unauthorized access. There is no guarantee that communications or content will be secure from interception or hacking. You assume the risk that any data you transmit may be unlawfully accessed or compromised, though we commit to following industry best practices to prevent such occurrences.

- **Accuracy of Information:** Any information or analytics provided via the Platform (for example, usage reports, call records, coverage maps, or cost estimates) are provided for convenience and should not be relied upon as infallible. We do not warrant that such information is accurate, complete, or up-to-date. You should independently verify important information before acting on it.

Emergency Communications: OMAX's Services, particularly VoIP and virtual phone services, **may not support access to emergency services (999, 112, 911, etc.) in the same way traditional telephone lines do.** Unless explicitly stated for a particular Service or number:

- Calls to emergency numbers may **not be connected** or may be routed to a general operator center without automatic location or number information. Even if emergency calling is enabled, the quality or reliability may be affected by factors like internet connectivity or power outages.
- You **must not rely on OMAX Services as your sole means of contacting emergency services.** You are responsible for maintaining an alternative method (like a traditional landline or a mobile phone with a cellular service) to dial emergency services.
- To the extent permitted by law, OMAX disclaims any liability for injury, damage, or losses resulting from attempted emergency calls using our Services. In countries or jurisdictions where we are required to enable emergency calling, we will comply and inform you of the capabilities and limitations. It remains your responsibility to understand how to access emergency help.
- We will notify users for whom emergency calling is not available or is limited; by using a Service after such notice, you acknowledge those limitations.

Limitation of Liability: To the fullest extent permitted by applicable law, OMAX and its directors, officers, employees, affiliates, agents, and licensors shall not be liable to you for any of the following types of loss or damage arising out of or in connection with the Services or these Terms, however caused and whether based in contract, tort (including negligence), misrepresentation or any other theory of liability:

- **Indirect or Consequential Loss:** This includes any loss or damage which is not the direct result of our breach or which we could not reasonably foresee. Examples: lost profits, lost revenues, lost business opportunities, loss of goodwill or reputation, loss of anticipated savings, or loss of data.

- **Special or Punitive Damages:** We will not be liable for damages intended to punish or make an example of the defendant, or any multiplier of actual damages (like treble damages).
- **Reliance or Expectation Damages:** Any damages based on your expectations of the Services, such as if you expected a certain feature or outcome and it didn't materialize.
- **Downtime or Service Unavailability:** Any harm you might suffer from inability to use the Services (system outage, network unavailability), including missed communications or business interruptions.
- **Third-Party Conduct:** Any acts, omissions, or issues caused by third parties (be they other users, carriers, hackers, or others), even if the Services are involved. For example, we are not liable if someone fraudulently impersonates you to gain access to your Account (though we will help secure it once discovered), nor are we liable if a telephone carrier fails to route a call correctly or if a cloud provider data center fails.

In jurisdictions that do not allow the exclusion or limitation of certain types of damages, some of the above exclusions may not apply to you. In such cases, our liability is limited to the greatest extent permitted by law.

Cap on Liability: To the extent that we are found liable to you for any claim arising out of or relating to the Services or these Terms (including any liability that cannot be disclaimed under the previous provisions), **our aggregate liability shall in no event exceed the amount you have paid to OMAX for the relevant Service in the three (3) months immediately preceding the event giving rise to the claim.** If the claim does not relate to a specific Service (or if no fees were paid to us, for example, in a free trial or use of a free service), then OMAX's liability shall not exceed **£100 GBP** in total.

- This limitation applies cumulatively to all claims in the aggregate, not per incident. Multiple claims will not enlarge the cap.
- If you paid nothing (e.g., using a free eSIM or a promotional credit), our liability for any claims related to that free service is also capped at £0 or the minimum amount allowed by law.
- For business customers, this cap is an agreed allocation of risk. For consumer customers, this cap will apply to the extent permitted under consumer law.

Exceptions: Nothing in these Terms is intended to exclude or limit OMAX's liability where it would be unlawful to do so. In particular, we do not exclude liability for:

- **Death or personal injury caused by our negligence** or the negligence of our employees or agents.
- **Fraud or fraudulent misrepresentation.**
- Any liability that cannot be limited or excluded under applicable law (such as certain liabilities under the Consumer Rights Act 2015 for providing digital services with reasonable

care and skill, or for defective digital content under the Consumer Protection Act 1987 that causes damage to your property).

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If you are a **consumer user** of the Services, you have certain rights under law (for example, that we will provide services with reasonable care and skill, and that digital content will be of satisfactory quality and fit for purpose). Nothing in these Terms is meant to override those rights. However, to the extent we fail to comply with those rights, our responsibility to you is limited as set out above, unless the law specifies otherwise.

Release: To the maximum extent permitted by law, you release OMAX and its affiliates from any and all liability for claims or damages that have been waived or disclaimed in these Terms. If you are a California (USA) resident (though we primarily operate under UK law, this is a common clause), you waive California Civil Code §1542 which says: "A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in their favor at the time of executing the release..."

Basis of the Bargain: You acknowledge that OMAX has set its prices and entered into this Agreement in reliance on the disclaimers and limitations of liability stated herein, which reflect an agreed allocation of risk between you and us. **These limitations form an essential basis of the bargain between us.** In the absence of such limitations, the fees charged for the Services would likely be higher.

Survival: The disclaimers and limitations in this Section 14 will survive any termination or expiration of this Agreement or your use of the Services.

15. Indemnification

You agree to defend, indemnify, and hold harmless OMAX, its parent company, subsidiaries, and affiliates, and their respective directors, officers, employees, agents, partners, and licensors (the "**Indemnified Parties**") from and against any and all claims, actions, lawsuits, demands, liabilities, damages, judgments, settlements, penalties, fines, costs, and expenses (including reasonable legal fees and court costs) arising out of or in connection with:

- **Your Breach:** Any breach or alleged breach by you of these Terms or of any applicable law or regulation. For example, if you use the Services in a way that violates Section 10 (Use Restrictions) or any other provision, and that leads to a claim or investigation, you will indemnify us for any resulting liability.
- **Your Content and Communications:** Any content or materials you submit, transmit, or store through our Services, and any communications you send or business you conduct using the Services. This includes, for instance, claims that the content you transmitted infringed someone's intellectual property or privacy rights, or that your communications (such as marketing messages or calls) violated the law or caused harm (e.g., a spam complaint or a harassment claim from a call recipient).
- **Your Use of the Services:** Any usage of the Services by you or under your Account, including activities by any person you allow to use the Services via your Account (such as employees or contractors). If such use causes damage or injury to any person or entity or violates the rights of any third party, you will cover any costs or liabilities incurred by the

Indemnified Parties as a result. For example, if you or your employee uses our SMS service to send malware to recipients and a third party sues OMAX for it, you will indemnify OMAX.

- **Your Business Operations:** If you are using OMAX Services as part of your own product or service offering to your customers (for example, you provide a software that integrates our telecom services, or you resell our services in any form with permission), you will indemnify us for any claims arising from your interactions with your customers or end-users. This includes any claims that you failed to deliver services, or that your terms with your users were not consistent with ours, or any other issue not directly caused by OMAX's breach of these Terms. (Note: We expect you to have your own terms with your customers that protect both you and OMAX accordingly.)
- **Violation of Third-Party Rights:** Any claim by a third party that is based on your use of the Services in violation of that third party's rights. For example, if you register a domain through our platform that allegedly infringes someone's trademark and they bring a claim against OMAX for facilitating that, you will indemnify us.

Indemnification Procedure: If any claim or action is brought against any of the Indemnified Parties, they will promptly notify you of the claim (to the extent legally permissible). However, any failure to notify promptly will not relieve you of your obligations except to the extent that lack of notice materially prejudices your ability to defend the claim. You shall then:

- Assume control of the defense and settlement of the claim. This means you will hire and pay for lawyers to defend the Indemnified Parties and have the right to decide how to handle the case, provided you keep our interests in mind.
- **Legal Defense:** You must use counsel reasonably satisfactory to OMAX. We reserve the right to participate in the defense with counsel of our own choosing at our own expense, to monitor and advise due to our reputational or legal interests.
- **Settlement:** You may not settle any claim without OMAX's prior written consent if the settlement involves an admission of guilt by OMAX, imposes any obligation on OMAX (other than payment which you will cover), or does not unconditionally release OMAX and all Indemnified Parties from all liability. OMAX will not unreasonably withhold or delay consent to a monetary settlement that fully releases us and imposes no obligations on us.
- If you fail to promptly assume the defense of a claim (after proper notice), OMAX may defend itself and seek reimbursement from you for all reasonable costs and expenses, including attorneys' fees and any settlement or judgment, provided that we act reasonably and in accordance with the obligations we would have imposed on you.

Additional Assistance: OMAX will provide you with reasonable assistance, at your expense, in the defense of the claim (such as providing documents or testimony if needed). You must also cooperate with any efforts by OMAX to assert any available defenses, immunities, or limitations of liability on behalf of itself or jointly on your behalf.

This indemnification obligation will survive any termination or expiration of your relationship with OMAX. In other words, even if you stop using the Services, if a claim later arises from your use during the time you had an account, you still must defend and indemnify us.

Important: This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a separate agreement between you and OMAX (if any). If you are a consumer user, be aware that indemnification clauses might not apply to you to the extent that they are deemed unfair or prohibited by consumer law. However, you agree that if you use the Services in a manner not permitted by these Terms and that misuse causes harm to OMAX or others, you should be responsible for the consequences. We seek to enforce indemnities fairly and only to cover legitimate costs arising from breaches or misuse.

16. Termination

Both you and OMAX have the right to terminate this Agreement under certain circumstances. Termination can result in loss of access to Services, so please read this section carefully.

Termination by You: You may stop using the Services at any time. If you wish to **close your Account**, you can do so by using any account termination functionality provided on the Platform or by contacting OMAX support with a request to terminate your account. Upon your request, we will provide instructions or assistance to ensure your request is properly authenticated (for security) and then proceed to close your Account.

- If you terminate your Account, any active subscriptions will be cancelled at the end of their current billing period (as described in Section 9). You will not be charged for any periods after the effective termination date, but you will not usually receive a refund for any remaining time on a subscription except as outlined in the Refund Policy.
- If you simply stop using the Services without explicitly terminating your Account, please be aware that your account may remain active and charges may continue if you have ongoing subscriptions or services. It is your responsibility to formally cancel services or terminate the account to stop further charges.
- Termination of your Account is your sole right and remedy in the event you are not satisfied with the Services, except where you have other rights under law.

Termination or Suspension by OMAX: OMAX reserves the right to suspend or terminate your access to the Services (in whole or in part), or terminate this Agreement entirely, under the following conditions:

- **For Breach:** If you materially breach any provision of these Terms or repeatedly violate any provisions (including non-material provisions), and (if curable) fail to cure the breach within a reasonable time after we have provided notice to you, we may terminate or suspend your Account. Material breaches include, for example, failure to pay amounts due, violating use restrictions in Section 10, engaging in fraudulent or illegal activities, or any breach that threatens our network or other users.
- **Immediate Suspension for Certain Violations:** If we believe in good faith that your conduct (or content) on the Services is **unlawful, dangerous, or poses an imminent risk** to the security or operation of the Services, other users, or third parties (e.g., using the

service for a phishing campaign, or a sudden spam blast, or hacking attempt), we may suspend your access immediately without prior notice. In such cases, we will notify you as soon as practicable and may give you an opportunity to explain or cure the issue if we deem appropriate.

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- **Non-Payment:** If you fail to pay any fees by the due date, we reserve the right to suspend your Services (which can include disabling outgoing capabilities or access to the Platform) and, ultimately, to terminate your Account if payment remains overdue for an extended period as described in Section 8. We will attempt to contact you before termination for non-payment.
- **Legal Requirement:** We may terminate or suspend services if required to comply with law or at the request of law enforcement or other government agencies (for example, if a court order requires us to shut down your service or if regulatory changes make it illegal or impractical to continue providing a certain service).
- **Insolvency or Cessation:** If you become insolvent, file for bankruptcy, or wind up your business (if applicable), or if we cease to offer the Services entirely, those can be grounds for termination. In the case OMAX decides to discontinue a specific Service or the business as a whole, we will provide you with advance notice as outlined in Section 17 and help you transition where possible.
- **At Our Discretion (with Notice):** OMAX may also terminate this Agreement for convenience (i.e., for any reason or no specific reason) by providing you with at least 30 days' advance written notice. This is unlikely and would typically only occur in exceptional circumstances (like we decide to exit a certain market or service). In such cases, we would refund any prepaid amounts covering the period after termination and assist with data retrieval or transfers as appropriate.

Effect of Termination: Upon termination of your Account or this Agreement for any reason:

- Your **right to access or use the Services will immediately cease**. You must stop using the Platform and Services, and you will no longer be authorized to access your Account (we will disable your login).
- We may **deactivate or delete your Account** and all related data, files, or content associated with it from our systems, in accordance with our data retention policies and as permitted by law. We are not obligated to maintain your data or forward it to you after termination, **except:** if you request within a reasonable time after termination, we may provide you with the ability to retrieve certain data (for example, call records or message logs), if feasible and not otherwise deleted. Business customers may have data export provisions in their contract; otherwise, data may be permanently erased.

- Any **credits or prepaid balances** remaining on the account are handled per the Refund Policy (Section 9). Generally, unused balances are forfeited upon termination, except for consumers in certain cases or if we terminated for convenience (in which cases we might refund).
- Any **active communications** at the time of termination (calls in progress, SMS being delivered) may be interrupted and fail.
- You will remain responsible for **any outstanding charges or fees** incurred up to the date of termination. If there are any unpaid amounts, we will invoice you or charge your payment method for those. If termination was due to your breach, any costs we incur (like debt collection or legal fees) in collecting those outstanding amounts may be added to your debt where lawful.
- If you had any **telephone numbers (DIDs)** or other resources assigned to you by OMAX, those may be reclaimed. You may have the right to **port out** certain phone numbers to another provider if requested promptly upon termination. We will reasonably cooperate with port-out requests if you are in good standing (all fees paid) and if the receiving provider follows proper procedures. Porting must be completed before account closure, so it's recommended to initiate number transfer requests prior to termination.
- Sections of these Terms that by their nature should survive termination (such as accrued payment obligations, disclaimers, limitations of liability, indemnities, governing law, etc.) will survive.

No Liability for Termination: Neither party shall be liable to the other for any compensation, reimbursement, or damages of any sort as a result of termination as permitted under these Terms, **whether for loss of prospective profits, goodwill or otherwise**, because of the termination of this Agreement in accordance with its terms. If you are a business user, you acknowledge that you have no expectation and have received no assurances that your business relationship with OMAX will continue beyond the terms here, or that any investment by you in the use of Services will be recovered or have any particular value.

Account Reinstatement: If your Account was suspended or terminated by OMAX and you believe it was in error or would like to discuss reactivation, you may contact our support. Reinstating a terminated account is at our sole discretion and may be subject to new conditions (e.g., prepayment, security deposits, or proof of compliance measures).

Termination of this Agreement shall not limit OMAX's rights or remedies at law or in equity in case of your breach (whether before or after termination).

17. Modifications to Terms or Services

Changes to Terms: OMAX may revise or update these Terms from time to time. We reserve the right to do so for reasons including compliance with new laws, enhancing user protection, adjusting to changes in our business or Services, or clarifying our policies. When we make material changes to these Terms:

- We will **notify you** by posting the updated Terms on our website and updating the "Effective Date" at the top of the Terms. In the case of significant changes, we will also provide a prominent notice, which may include sending an email to the address associated with your Account or displaying a message within the Platform.
- The updated Terms will be effective **no sooner than 14 days** after the notice (unless a longer period is required by law or the changes are minor/administrative). This gives you the opportunity to review the changes. However, changes addressing new functions or for legal reasons may become effective immediately if we specify.
- If you **continue to use the Services after the effective date** of the updated Terms, that constitutes your acceptance of the changes. If you do not agree to the revised Terms, **you must stop using our Services** and may terminate your Account as described in Section 16 before the new Terms take effect. Using the Services in any manner after updated Terms become effective binds you to those new Terms.
- We will maintain an archive or change-log (if feasible) or at least provide you information upon request about past versions of Terms for transparency.

Changes to Services: OMAX is constantly improving and evolving its Services. We may add, remove, or modify features, introduce new services, or discontinue existing ones. We may also change technical components, such as software versions, network configurations, or providers. While doing so:

- If we make a **material change** to the Services that would negatively affect the way you use them (for example, removing a core feature or imposing a significant restriction), we will endeavor to give you advance notice. We might provide this notice via email or within the Platform. We aim to give at least 30 days' notice for significant deprecations or changes when feasible.
- In some cases, changes may need to be made on short notice (for instance, if a third-party provider ceases service unexpectedly, or for urgent security fixes). We reserve the right to make such changes without prior notice but will inform you as soon as possible afterward if it significantly impacts usage.
- **New features or services** may be offered to you as optional enhancements. By using new or additional features, you understand they may be subject to additional terms or fees, which will be disclosed to you.
- **Discontinuation:** If OMAX decides to discontinue a particular Service entirely, we will give you advance notice when possible and suggest alternatives. For paid Services, if discontinued, we will refund any amounts you have prepaid for periods after the discontinuation becomes effective. If a replacement or migration path is available (like migrating your data to a new platform or helping port your phone numbers to another provider), we will assist with that to a reasonable extent.

- **Beta Features:** If you are using any beta or trial features, we may change or remove those at any time with or without notice, as they are by nature experimental. Beta services are provided "as is" and may have different support or SLA expectations.

Pricing Changes: Changes to the pricing of Services or introduction of new charges will be handled as described above (notification, etc.) but note that price changes for subscriptions will generally only apply to subsequent billing periods. If you have prepaid for a year of service, a price change mid-year won't affect you until renewal, for example. We will not retroactively charge you more for a service you already paid for, but upcoming charges might change with notice.

Contractual Commitments: If you and OMAX have a separate written contract or Order Form with a fixed term that sets specific Terms or pricing, those contractual terms will typically remain in effect throughout the agreed term and not be altered by a general update to these online Terms, except where the contract indicates these Terms apply and can be updated. Always refer to any such contract in conjunction with these Terms. For users solely under these online Terms, the above modification rules fully apply.

By keeping your contact information up to date and regularly checking communications from OMAX, you can stay informed about any changes. Your continued use of the Services after changes shows your acceptance, but we understand that sometimes changes might prompt you to stop using the Services. In such cases, you should exercise your right to terminate as described.

Ultimately, our goal with any modification is to improve the Services or ensure their viability and compliance. We appreciate your understanding and feedback – if you have concerns about upcoming changes, please reach out to us during the notice period.

18. Governing Law and Jurisdiction

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, or your use of the Services, shall be **governed by and construed in accordance with the laws of England and Wales**.

This governing law applies irrespective of your location. If you are using the Services from outside the United Kingdom, while local mandatory laws may apply to certain consumer protections or rights, the relationship between you and OMAX in terms of contract obligations is still governed by UK law, to the extent permitted by those local laws.

Jurisdiction: You and OMAX agree that the courts of England and Wales shall have **exclusive jurisdiction** to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims). You and OMAX consent to the personal jurisdiction of such courts and waive any objections (such as inconvenient forum) to the handling of proceedings in such courts.

If you are a consumer residing in Scotland or Northern Ireland, you may also bring proceedings in your local courts (Scotland or Northern Ireland, respectively). If you are a consumer residing outside of the UK, you may have the right to bring claims in your country of residence under applicable law; these Terms do not override any such right you have under local consumer laws.

Limitation on Actions: To the extent permitted by law, any claim or cause of action arising out of or related to use of the Services or these Terms must be filed within **one (1) year** after such claim or cause of action arose, or be forever barred. (This limitation does not apply to consumers in jurisdictions that prohibit such a limit, nor does it apply to claims for non-payment or indemnification.)

Local Law Compliance: While the Terms are governed by UK law, you are responsible for complying with any local laws in your jurisdiction that might apply to your use of the Services. If any use of the Services is contrary to local law in your location, you should not use the Services (and such use would be at your own risk).

Interpretation: If there is any ambiguity or conflict between English versions of these Terms and any translation (if provided), the English version will prevail in interpreting the provisions of these Terms.

The above governing law and jurisdiction clauses are made to provide clarity on what law applies to this Agreement and where disputes will be resolved. By choosing UK law and forums, we hope to have a consistent legal framework. This does not limit any rights you have under consumer protection laws to seek certain forms of redress or to rely on mandatory provisions of law that apply regardless of the chosen governing law.

19. Contact Information

If you have any questions, concerns, or complaints about these Terms or the Services, or if you need to contact OMAX for any reason (including to provide notices under these Terms), you may reach us using the following contact information:

OMAX Group Ltd (OMAX Telecom)

Registered Office: 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom.

Company Registration Number: 16125244 (England and Wales)

- **Customer Support Email:** support@omaxtelecom.com
(For general inquiries and support issues. Please include your account ID or registered email and a description of your issue when contacting support.)
- **Billing and Accounts:** billing@omaxtelecom.com
(For questions about invoices, payments, or account balance.)
- **Telephone:** +44 20 805 861 85 *(if available)*
(Our customer service line is available [hours of operation, e.g., Monday-Friday 9am-5pm GMT]. Note: Phone support may be limited; email or the support portal is recommended for detailed issues.)
- **Support Portal:** You can also reach us through the support ticketing system on the Platform. Log in to your omaxtelecom.com dashboard and navigate to the Support section to create a new support ticket or check the status of existing ones.
- **Contact Form:** On our website www.omaxtelecom.com there may be a contact or inquiry form. Messages submitted through that form will be directed to the appropriate department.
- **Legal Notices:** If you need to send any formal or legal notice to OMAX (for example, a notice of dispute, or any notice required by this Agreement), it should be sent in writing to the registered office address above, marked for the attention of "Legal Department – OMAX Telecom". We recommend also emailing a copy to legal@omaxtelecom.com for faster response. Notices will be deemed received: (a) if delivered by hand or courier, at the time of delivery to the address; (b) if sent by Royal Mail Special Delivery (or equivalent

tracked postal service), on the recorded delivery date; (c) if by email, only when receipt is acknowledged by an OMAX staff (automated read receipts not sufficient).

We value open communication with our users. If you have feedback on the Services or these Terms, feel free to contact us through the above channels.

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Support and Escalation: Our support team is the first point of contact for most issues. If a matter is urgent or not resolved to your satisfaction, you can request escalation (ask to have your ticket referred to a supervisor or manager). We aim to address customer concerns diligently and fairly.

Complaints: If you have a complaint about our Services, you may send a detailed explanation to our support or legal email. We will acknowledge receipt of your complaint and provide an estimated timeline for our investigation and response. Telecommunications services in the UK may be subject to certain dispute resolution schemes; if applicable, we will inform you how to use those.

Keep this contact information for your records. It is also available on our website. We will notify you of any changes to our contact details (e.g., if we change support email addresses or move office location).

Thank you for reading these Terms and Conditions. By using the omaxtelecom.com Platform and Services, you agree to abide by these terms. We appreciate your trust in OMAX Telecom for your eSIM, SMS, cloud phone, and other telecommunication needs. If you have any questions or need clarifications regarding these Terms, please do not hesitate to contact us.

Last Updated: 8 April 2025