

# Terms of Use

Tele Fácil México, S.A. de C.V. (dba RECARGAS SIBONEY®) DevPortal

Please read these Terms of Use (together with RECARGAS SIBONEY® [Privacy Policy](#) which are incorporated herein by this reference, the “Terms of Use” (and also referred to as “Messaging Services Agreement”)) fully and carefully before using [www.RECARGASIBONEY.com](http://www.RECARGASIBONEY.com) or our other websites (collectively, the “Site”) and the APIs, services, features, content, applications, and other media offered from time to time by Tele Fácil México, S.A. de C.V. (“RECARGAS SIBONEY®”, “we”, “us” or “our”) (together with the Site, the “Services”). These Terms of Use set forth the legally binding terms and conditions for your use of the Site and the Services. If you are accepting these terms of behalf of a company, you represent and warrant that you have the authority to do so.

## 1. Acceptance of Terms of Use.

a. **BINDING TERMS. BY REGISTERING FOR AND/OR USING THE SERVICES IN ANY MANNER, YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THESE TERMS OF USE AND ALL OTHER OPERATING RULES, POLICIES AND PROCEDURES REFERENCED HEREIN, EACH OF WHICH IS INCORPORATED HEREIN BY THIS REFERENCE AND EACH OF WHICH MAY BE UPDATED FROM TIME TO TIME AS SET FORTH BELOW, TO THE EXCLUSION OF ALL OTHER TERMS.** You may not use the Services if you do not unconditionally accept these Terms of Use.

b. **Scope.** These Terms of Use apply to all users of the Site and other Services, including, without limitation, users who send or submit content, information, and other materials or services, registered or otherwise, through the Services.

c. **ARBITRATION NOTICE AND CLASS ACTION WAIVER. EXCEPT FOR CERTAIN TYPES OF DISPUTES DEFINED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

2. **Modifications.** Changes in the industry, carrier and other partner requirements, applicable law and regulations may require us to amend our Terms of Use and Services from time to time. We endeavor to timely provide notice of such material modifications, however, it is your responsibility to check these Terms of Use periodically for changes and we encourage you to do so. We reserve the right, in our sole discretion, to modify or replace any of these Terms of Use, or change, suspend, or discontinue the Site and Services (including without limitation, the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you notice through the Services, or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without liability or advance notice. You acknowledge that your continued use of the Services following notification of any changes to these Terms of Use constitutes acceptance of those changes.

3. **Our Services.** We offer a variety of communication enabling services further described [here](#) on our Site. These Terms of Use apply to all of our Services.

a. Additional Service-Specific Terms. Certain of our Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. Please click on the following links for additional information regarding the following applicable Services:

i. [Airtime](#)

ii. [SMS](#)

iii. Mobile Money, Charging, Digital Content, LBS, for more information, please contact your account representative or [support@recargassiboney.com](mailto:support@recargassiboney.com)

Any new services or features offered by us are subject to these Terms of Use and any other service-specific applicable terms and conditions specified by us from time to time.

b. Changes. We strive to continually improve our Services and offerings. You acknowledge that we may change our APIs from time to time, and that it is your responsibility to ensure that your use of our Services is compatible with then-current APIs for the Service. While we endeavor to avoid changes to our APIs that are not backward compatible, in the event that such a change is implemented we will use reasonable efforts to inform you of any material changes with notice whenever possible so that you can adjust your applications.

4. Account. To access and use certain of our Services, you will need to create a membership account on the Site (an "Account"). You must provide accurate and complete information and keep your Account information updated. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure; we will not be liable for losses caused by any unauthorized use of your Account by a third party. You may never use a third party's account, registration information, or password on the Services without permission. You must notify us immediately of any change in your eligibility to use the Services (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Account. You should never publish, distribute, or post login information for your Account. You have the ability to delete your Account by emailing [support@recargassiboney.com](mailto:support@recargassiboney.com)

5. Eligibility. You represent and warrant that you are at least 18 years of age and are legally authorized and competent to enter into and bind yourself or the company you represent (as used throughout these Terms of Use, "you", "You", "your") to these Terms of Use. We may, in our sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time. You will inform us if you are aware that these Terms of Use are not in compliance with any laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Use or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for your use, and not for resale or otherwise on behalf of any third party except as otherwise expressly provided in these Terms of Use. In any event, there are no third party beneficiaries to this Agreement.

6. License; Ownership; and Intellectual Property.

a. Limited License to Services; Restrictions. Subject to your compliance on a continuing basis with all of the terms and conditions of these Terms of Use, we hereby grant you permission, on a limited, personal, non-exclusive, non-transferable, non-sublicenseable basis until these Terms of Use or your account is terminated ("Term"), to (i) use the

documentation and APIs we make available to you to create an original application that interfaces with our Services as authorized in these Terms of Use (“Customer Application,” which term excludes our APIs, documentation and other Services, for the avoidance of doubt), and (ii) access and use the Services in accordance with these Terms of Use and the documentation provided by us on the Site, and provided that you shall not directly or indirectly (or authorize any third party to):

i. use the Services in any manner that violates our [Acceptable Use Policy](#) or these Terms of Use;

ii. (A) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services, except to the limited extent applicable laws specifically prohibit such reverse-engineering restrictions, (B) alter, modify, translate, or otherwise create derivative works of any part of the Services, or (C) copy, rent, lease, license, timeshare, distribute, or otherwise transfer any of the rights that you receive hereunder in any manner or medium; or  
iii. use the Services in connection with any call types that would result in us incurring originating access charges, local exchange carrier “DIP” fees or other call types that may be subject to any reverse billing process, application, or charge. In the event of a violation of this Section, RECARGAS SIBONEY® may (i) immediately suspend or terminate the Service, and (ii) charge you an additional \$0.05 per minute of use or SMS, as applicable) for all inbound SMS and voice Services from and after the date of any violation, and you shall promptly reimburse any additional amounts RECARGAS SIBONEY® is required to pay a third party resulting therefrom.

b. Ownership of Our Services and Our Website Content. We retain and own all right, title and interest in and to the Services and all improvements, modifications and derivative works thereof; and you hereby do and shall make all assignments necessary to effectuate the foregoing. Other than your Customer Application, which remains owned by you, and any messaging content (such as data, text, software, APIs, scripts, graphics, files, images, video, stickers, photos, sounds, audio, interactive features, games, and other information) originally provided by you or your third party users in connection therewith (“Application Content”), the content on the Site, and the content generated, provided, or otherwise made accessible on or through the Services, including without limitation, the data, text, software, scripts, graphics, files, images, videos, stickers, photos, sounds, audio, interactive features, information and the like (collectively, together with any third party Website Submissions (defined below) for purposes of these Terms of Use, “Content”) and the trademarks, service marks and logos contained therein (“Marks”), are as between you and us owned by or licensed to us, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. We reserve all rights not expressly granted in and to the Services and the Content. You agree to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any other purposes whatsoever any Content, Marks, third party Website Submissions, or other proprietary rights not owned by you, (i) without the express prior written consent of the respective owners, and (ii) in any way that violates any right of any third party. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. Without limiting the foregoing, you shall

not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right.

c. Notices and Restrictions. The Services may contain Content specifically provided by us, our partners or our users that is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

d. Limited License to Your Application Content. By submitting Application Content on or through the Services, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, license to use, reproduce, modify, distribute, display, perform, and otherwise exercise the rights in such content in connection with performing the Services and these Terms of Use, and as stated in our Privacy Policy. Performance of some of the Services requires that we use third party service providers (e.g., telecommunications carriers and aggregators), and therefore you acknowledge that we may sublicense our rights in connection with performing the Services. You also hereby do and shall grant each recipient of your Application Content a non-exclusive, perpetual license to access such content, and to use, reproduce, distribute, display and perform, and prepare derivative works of such content, including after your termination of your Account or the Services (e.g. for responding to and forwarding your messages), unless otherwise mutually agreed between you and such users. For clarity, the foregoing license grants to us and such other users does not affect your other ownership or license rights in your Application Content, including the right to grant additional licenses thereto, unless otherwise mutually agreed in writing. You represent and warrant that you have all rights necessary to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

e. License to Your Public Website Submissions in Public Forums. The Site may contain certain features that allow you to publicly post comments, text, data, information, and other Content. Participation in these public forum areas of the Site is optional. By submitting any Content that is added, transmitted, submitted, distributed, or posted to the Site or displaying, publishing, or otherwise posting any content on the Site (“Website Submissions”), you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, and sublicensable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit Website Submissions in connection with the Site, the Services and our (and our successors’ and assigns’) businesses, including without limitation for promoting and redistributing part or all of the Site or the Services (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds), and including after your termination of your Account or the Services. You also hereby do and shall grant each user of the Site and/or the Services a non-exclusive, perpetual license to access your Website Submissions through the Site and/or the Services, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such Website Submissions as permitted through the functionality of the Site, including after your termination of your Account or the Services. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your Website Submissions, including the right to grant additional licenses

to your Website Submissions, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. For the avoidance of doubt, you are not required to send us such public Website Submissions and you can always choose not to do so.

f. Reservation of Rights. We reserve the right, without any obligation, to decide whether Content added, created, transmitted, submitted, distributed, or posted to the Site or to or through the Services by users, including, without limitation, all Website Submissions and Application Content (collectively "User Content") and any other Content is inappropriate or violates these Terms of Use, including but not limited to copyright infringement, violations of intellectual property law, pornography, obscene or defamatory material, or excessive length. We also reserve the right, in our sole good faith discretion, but without any obligation, to reject, refuse to transmit or post, or remove any posting (including User Content) by you, or to restrict, suspend or terminate your access to all or any part of the Services at any time. Notwithstanding the foregoing, we assume no responsibility for monitoring the Site, Services, or User Content, for inappropriate conduct, or modifying or removing such conduct, Content or User Content from the Site or Services. We also reserve the right to access, read, preserve, and disclose any information that we reasonably believe is necessary (i) to satisfy any applicable law, regulation, legal process or governmental or agency request, (ii) to enforce these Terms of Use, including investigation of potential violations hereof, (iii) to detect, prevent, or otherwise address fraud, security or technical issues, (iv) in accordance with our [Privacy Policy](#), (v) to respond to user support requests, or (vi) to protect the rights, property or safety of us, our users and the public.

g. Telephone Numbers. You acknowledge and agree that the use of our Services or any of the telephone numbers that we provide in connection with use of the Services do not grant you any ownership or other rights in the number other than the limited, revocable use rights expressly set forth in this Agreement. You do not have the right to use those numbers indefinitely. You acknowledge and agree that telephone numbers we provision may be reclaimed by us or the applicable supplier from time to time during the Term, and may be re-assigned to other customers after the Term. You may not transfer or assign the numbers we provide to you unless otherwise mutually agreed in writing. Except as otherwise provided in this Agreement with respect to suspension or termination of the Services, we will endeavor to provide you with reasonable notice in the event of any such reclamation.

h. Trademarks. You may not include or make reference to us, the name RECARGAS SIBONEY®, or any of our trademarks in connection with your use of the Services or otherwise without our prior written consent in each instance, and you hereby disclaim any and all right of ownership of or license to our trademarks. Without limiting the foregoing, in any event, RECARGAS SIBONEY® owns and shall own all goodwill generated from or associated with its trademarks, including any use thereof. You hereby grant us a limited, non-exclusive, non-transferable (except as set forth in Section 15(g) below, license during the Term to display and have displayed your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that you use the Services (e.g. to identify you as a customer on our website

and to include a general case study regarding your use of the Services, without disclosing any software code you have created in connection with your Customer Application, on our website and in our marketing and promotional materials). You may not issue any press releases or other publications that mention RECARGAS SIBONEY® or the Services, or otherwise in connection with these Terms of Use without our prior written consent.

7. Fees and Payment. RECARGAS SIBONEY® requires a \$50 USD minimum payment for B2B accounts if your payment is processed via Paypal or any other external payment methods apart of credit card transactions. RECARGAS SIBONEY® may also require additional documentation and identification in order to verify your information prior to applying a payment towards your account. Once your account is verified, it will be set as a "trusted" account and you will not have limitations on use.

8. Customer Obligations and Responsibilities.

a. Account Activity and Use of Services. You are responsible for all of your activity and all activity on your Account in connection with the Services. You agree to manage your Account credentials (login/password) carefully and take responsibility for any and all use of your credentials. You shall notify us immediately if you have reason to believe that there has been or is likely to be an unauthorized or impermissible use of your Account or the Service. You will be solely liable for the accuracy, completeness and appropriateness of the content transmitted by you or anyone else using the Services on your behalf. As between you and us, you are solely responsible for (i) the User Content transmitted by you, on your behalf, or in connection with your Account, (ii) the acts or omissions of your users with respect to your User Content, and (iii) ensuring that your User Content complies with the specifications and guidance posted on our Site and policies. You shall not create any liability or obligations on behalf of us to any third party and you shall have a written and enforceable agreement with each of your users that allow us to perform the Services and that shall be at least as protective of us and the Services as these Terms of Use (including, without limitation, all license restrictions, terms regarding our intellectual property rights, warranty disclaimers, liability limitations, privacy notifications and consents, the Acceptable Use Policy, and arbitration provisions), and you shall enforce such terms and notify us of any violation that may affect our rights.

b. Compliance with Law. You represent, warrant, and agree that you shall abide by all applicable local, state, province, national and international laws and regulations then in effect at the time of your use of the Services, and you will not directly or indirectly use the Services for any illegal, immoral or improper purpose or in any manner which contravenes these Terms of Use or our [Acceptable Use Policy](#), and you will not allow any third party to do so. You specifically represent that you are aware of and understand the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, the Electronic Communications Privacy Act, and the Do-Not-Call Implementation Act, and any analogous laws in jurisdictions relevant to you, and that you shall comply with those laws, in addition to all other applicable laws, rules, and regulation, and requirements of our [Acceptable Use Policy](#) in connection with your use of the Services at all times. You shall retain documentation evidencing your compliance with these Terms of Use (including without limitation documentation establishing that you have obtained all required consents, authorizations and approvals relating to your use of the Service) throughout all applicable

limitations periods. We reserve the right, but without any obligation, to monitor and audit your use of our Services for any reason or no reason, without notice, to ensure your compliance with these Terms of Use. You agree to provide us with any information we reasonably request to investigate and resolve problems relating to your Account. We reserve the right in our sole discretion to investigate and take appropriate legal action against anyone who, we believe in our sole discretion, violates our Terms of Use, including without limitation, reporting information to law enforcement authorities.

c. Internet Connectivity. You are responsible for providing suitable hardware or communications equipment, and for all other infrastructure necessary to ensure your access to our Services. You are also responsible, at your own expense, for the provision and the regular monitoring of telecommunication and access infrastructure between your operations center and our platform.

d. Additional Representations. You represent and warrant that: (i) the information you provide in connection with your registration for the Services is accurate and complete, (ii) you are duly authorized to do business in the jurisdiction where you operate, and (iii) you are an authorized representative of your entity, duly authorized to access the Services and to legally bind the entity you represent to these Terms of Use and all transactions conducted under your Account. In connection with your User Content, you affirm, represent, and warrant that (and that you can and will demonstrate to our full satisfaction upon our request that): (A) you own or have the necessary licenses, rights, consents, and permissions to use and authorize us to use all text, information, images and sounds contained therein and to enable inclusion and use of the same in the manner contemplated by the Services and these Terms of Use, (B) you have all written consents, releases, and/or permissions required in connection with your User Content in the manner contemplated by the Services and the Terms of Use, and (C) the posting, transmission, distribution, display and other exploitation of your User Content on or through the Services does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity. You agree to pay all royalties, fees, and other monies owing any person or entity by reason of your User Content.

e. Indemnity. You shall defend, indemnify, and hold harmless us, our affiliates, suppliers, and partners, and each of our and their respective employees, contractors, directors, officers, and representatives from and against any and all damages, liabilities, claims, demands, obligations, losses, fines, penalties, and expenses, including without limitation reasonable attorneys' fees and costs, that arise from or relate to (i) your User Content, (ii) your use or misuse of, or access to, the Services or Content, and/or (iii) your violation of these Terms of Use, or violation or infringement by you, or any third party using your Account, of any intellectual property, privacy, or other right of any person or entity. We agree to promptly notify you of any such claim, to permit you to control the defense and/or settlement thereof (except to the extent such claim relates to our platform, other Services, or intellectual property or other rights, in which case we reserve the right to assume the exclusive defense and control of such matters and you will assist and cooperate with us in asserting any available defenses), and to reasonably assist you at your expense and reasonable request in connection therewith; provided that (i) we may participate in the defense of any such claim through counsel of our own choosing, (ii) you shall not admit liability or responsibility on our behalf, or settle or compromise any claim without our prior written consent (which shall not be unreasonably withheld).

## 9. Confidentiality.

a. Personal Information. We respect the privacy of personally identifiable information provided to us through the Services (“PII”). We treat such information in accordance with the terms of our [Privacy Policy](#), which is incorporated herein by this reference.

b. Feedback. Your feedback, comments, and suggestions for improvements to the Site, our solutions and proposed solutions, and other Services (“Feedback”) are welcome. We continually strive to improve our Services and provide you with a remarkable customer experience, and accordingly may seek to incorporate your Feedback into the Services. You acknowledge and agree that all Feedback is and shall be the sole and exclusive property of us and you shall and hereby do assign to us all right, title, and interest in and to all Feedback, including without limitation all worldwide moral and other proprietary and intellectual property rights therein, notwithstanding anything else, and you will execute documents and take such further acts as we may reasonably request to effectuate the foregoing ownership and rights.

c. Other Confidential Information. “Confidential Information” means, excluding PII and Feedback, any information, or data, regardless of whether it is in tangible form, disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure. “Confidential Information” does not include any information which: (i) is publicly available through no fault of receiving party, (ii) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party, (iii) was properly disclosed to receiving party, without restriction, by another person without violation of disclosing party’s rights, or (iv) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement (and for us to provide the Services) and it will not disclose such information to any third party without the other party’s prior written consent, except as otherwise permitted hereunder or for us to provide the Services or make other disclosures identified in our Privacy Policy. Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. Each party may also disclose the Confidential Information of the other party, in whole or in part to its employees, representatives, actual or potential investors and subcontractors who have a need to know in connection with the Services and are bound to keep such information confidential consistent with the terms of this Section. For the avoidance of doubt, either party may disclose the Confidential Information of the other party as required by law, legal process, or court order.

## 10. Limited Warranty and Disclaimer.

a. Representations. RECARGAS SIBONEY® represents and warrants to you that it has the corporate power and authority to enter into this Agreement and perform its obligations hereunder. We will use commercially reasonable efforts to address faults reported with respect to our proprietary platform that are within our control in a timely manner. We may temporarily suspend the Services in order to undertake maintenance or upgrades. Except in the event of a force majeure, substantial or total outage of the Services or other matters beyond our reasonable control or that we cannot foresee, we will endeavor to give you five (5) days prior notice (on the Site or otherwise) of such suspensions.



b. Assumption of Risk. We have no special relationship with or fiduciary duty to you. You acknowledge and agree that we have no control over and have no duty to take any action regarding and shall have no liability for: (i) acts, faults or omissions of any third party telecommunications systems, networks or operators (including, without limitation, suspension or termination of our connections, or faults in or failures of their apparatus' or network), (ii) which users gain access to the Services, (iii) what Content you access or receive via the Services, or (iv) how you may be affected by, interpret, rely upon, or use the Content. You release us from all liability for you having acquired or not acquired Content through the Services. We make no representations concerning any Content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality or appropriateness of material or Content contained in or accessed through the Services.

c. No Responsibility for User Content. All User Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You agree that we have no liability with respect to any User Content, including, without limitation, your own submissions, and you hereby irrevocably release us and our officers and directors, employees, agents, representatives, and affiliates, from any and all liability arising out of or relating to User Content or any part thereof. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations and our Acceptable Use Policy. You acknowledge that all Content, including User Content, accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Services is or will continue to be accurate. For example, we do not warrant the accuracy of information we receive from third parties, such as delivery receipts from carriers. We do not guarantee that any Content will be made available on the Site or through the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content, if we are concerned that you may have violated these Terms of Use, or to comply with the functional or regulatory requirements of using our Services in certain jurisdictions), and (ii) to remove or block any Content from the Services if we believe such Content violations this Agreement or will cause us to incur liability or material harm to our business or reputation. We do not endorse any Website Submissions, Application Content or other User Content, or any opinion, recommendation, or advice expressed therein, and we expressly deny any and all responsibility or liability in connection with User Content.

d. No Responsibility for Third Party Information, Acts or Omissions. Similarly, we do not guarantee, warrant, or accept responsibility for information provided by, or acts or omissions of, direct and indirect users of our Services. We do not verify or evaluate information or data provided by third parties through the Services, and neither we nor our suppliers make any guarantees or warranties, express or implied, about any of the information offered or provided, including, without limitation, warranties relating to accuracy, availability, or results of use. We also have no control over and we accept no liability in connection with the telephone numbers submitted for verification purposes on our customers' websites. We prohibit use of our services to impersonate others and for

other fraudulent purposes (see our Acceptable Use Policy) but we do not accept responsibility for third party actions. For example, if an end user has stolen, borrows, or has access to a phone and uses the relevant phone number for verification purposes through the Services, we are not responsible for such actions or any actions you may take based upon that information.

e. No Legal Advice. Information provided on our Site in for informational purposes only, is not exhaustive, and shall not be considered legal advice. We advise you to consult with your own independent legal counsel for any legal or regulatory advice.

f. No Emergency Services. Our Services are not intended for and may not be used (i) in connection with 911, E911, or other emergency, public safety, or similar services (“Emergency Services”), or (ii) as a replacement for any primary phone services (e.g., landline or mobile phones) used to contact Emergency Services. You acknowledge that we and our suppliers have no responsibility to connect any 911 calls to any Public Safety Answering Point.

g. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE IN THIS SECTION 10, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY (E.G. AS TO LATENCY AND THROUGHPUT), AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR SUPPLIERS, PARTNERS AND LICENSORS, AND EACH OF OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, DO NOT WARRANT (AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES) THAT: (I) THE SERVICES (OR ANY MOBILE OPERATORS) WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED, (III) ANY CONTENT OR SOFTWARE AVAILABLE ON OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (IV) THE CONTENT ON THE SITES OR SERVICES (OR ANY THIRD PARTY SITES OR SERVICES LINKED THERETO) IS ACCURATE, ERROR-FREE, OR COMPLETE, OR (V) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY CONTENT OF, COMMUNICATION BY, OR PRODUCT OR SERVICE ADVERTISED OR OFFERED BY, A THIRD PARTY THROUGH THE SERVICES, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTIES.

11. Suspensions and Terminations.

a. Term and Termination.

i. Term. This Terms of Use shall remain in full force and effect at all times relevant to your use of the Services.

ii. Termination for Convenience. You may terminate your use of the Services or your Account at any time for any reason by following the instructions for closing your Account on the Site or by contacting us at [support@recargassiboney.com](mailto:support@recargassiboney.com) . We may suspend your

right to use any or all Services or terminate these Terms of Use as between you and us in its entirety (and, accordingly, cease providing all Services to you), in our discretion at any time by providing you thirty (30) days' advance notice.

iii. Termination for Cause. In addition, we may suspend your right to use the Services or terminate these Terms of Use as between you and us in its entirety (and, accordingly, your right to use the Service), for cause: (A) if you are in breach of this Agreement and have failed to cure such breach within ten (10) days after written notice thereof, or (B) immediately if (i) we have reason to believe that you have violated any provision of these Terms of Use, (ii) there is an unusual spike or increase in your use of the Services for which we suspect such traffic or use is fraudulent or interfering with the Services, (iii) if we reasonably believe that your other use of the Services is materially adversely affecting our facilities, other customers, or reputation, (iv) we determine, in our sole discretion, that our provision of any of the Services to you is fraudulent or otherwise prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason, (v) if your User Content or use of your Account is found to be offensive or unacceptable by third parties, (vi) upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business in the ordinary course, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary bankruptcy or similar proceeding, or (vii) if you are in default of any payment obligation with respect to any of the Services or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism.

b. Effect of Suspension. Upon our suspension of your use of any Services, in whole or in part, for any reason: (i) fees will continue to accrue for any Services that are still in use by you, notwithstanding the suspension, (ii) you remain liable for all fees, charges and any other obligations you have (or your Account has) incurred through the date of suspension with respect to the Services, and (iii) all of your rights with respect to the Services will be terminated during the period of the suspension.

c. Effect of Termination and Survival. Upon termination of these Terms of Use for any reason: (i) you remain liable for all fees, charges and any other obligations accrued and owed by you through the termination, (ii) except as expressly set forth herein, all of your rights and licenses under these Terms of Use will immediately terminate and you shall cease using the Services, and (iii) any balance on your Account remaining after termination of these Terms of Use that exceeds €500 will be repaid to you within twenty (20) business days following termination. All amounts accrued or owed to us in connection with these Terms of Use and Sections 6(a)(iii) (restrictions only); 6(b), (c), (d), (e), (f), (h); 7(k); 7(l); 8(a), (b), (d), (e); 9; 10(b), (c), (d), (e), (f), (g); 11(c); 12; 13; 14; and 15 shall survive any termination of these Terms of Use. Following any suspension or termination of this these Terms of Use or your Account other than for breach, you may request any post-termination assistance that we may elect to make generally available with respect to the Services such as data retrieval arrangements, subject to and conditioned upon your advance payment of fees and acceptance of all terms and conditions that we specify in writing with respect thereto.

12. Third Party Sites, Services, and Website Submissions. The Site and Services may contain, display, or transmit links to third party websites, services, or resources on the Internet or otherwise, and other websites, communications or resources may contain links to the Services. When you access third party websites, services, communications, or

resources, even if through the Services, you do so at your own risk; they are not under our control, and you acknowledge that we are not responsible or liable for the content, policies, practices, functions, accuracy, legality, appropriateness, or any other aspect thereof. The inclusion of any such link does not imply our endorsement or any association between us and their operators. You further acknowledge and agree that we shall not be responsible or liable, directly, or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such website, service, or resource. We encourage you to be aware when you leave our Site and to read the terms and conditions and privacy policy of each third party website that you visit.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE OR OUR PARTNERS, SUPPLIERS, LICENSORS, OR CONTENT PROVIDERS, OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE UNDER ANY CONTRACT, TORT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR: (I) ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, LOST PROFITS, REVENUE, INCOME OR BUSINESS, DATA LOSS, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, RIGHTS OR SERVICES (HOWEVER ARISING AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES); (II) ANY LIABILITY IN EXCESS OF (IN THE AGGREGATE) 10,000 EUR; OR (III) USE OF OR INABILITY TO USE THE SERVICES IN CONNECTION WITH EMERGENCY SERVICES.

14. Governing Law and Disputes. ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS

a. Good Faith efforts to resolve disputes. If either party intends to seek arbitration under this Agreement, the party seeking arbitration must first notify the other party of the dispute in writing at least thirty (30) days in advance of initiating the arbitration. The notice must describe the nature of the claim and the relief being sought. If you and we are unable to resolve our dispute within thirty (30) days, either party may then proceed to file a claim for arbitration in accordance with the following terms.

b. Arbitration. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND US (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH US, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF USE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION BY A SINGLE ARBITRATOR, IN THE ENGLISH LANGUAGE, AND YOU AND WE HEREBY EXPRESSLY WAIVE TRIAL BY JURY. The location of arbitration will be: (a) in USA and in accordance with the JAMS International Arbitration Rules if your principal place of business is outside of the United States; and (b) in Miami, Florida and in accordance with the JAMS Streamlined Arbitration Rules and Procedures, if your principal place of business is inside of the United States. Discovery and rights to appeal in arbitration are generally more limited than in a lawsuit, and other

rights that you and we would have in court may not be available in arbitration. You may bring claims only on your own behalf. Neither you nor we will participate in a class action or class-wide arbitration, or bring claims under class, representative, private attorney general or similar theories of liability or prayers for relief for any claims covered by this agreement to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a class action, private attorney general or representative capacity, or consolidated claims involving another person's account if we are a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

c. Equitable Relief. Notwithstanding the foregoing, we shall be entitled to enforce our intellectual property rights and seek equitable relief in any court of competent jurisdiction at any time.

d. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of your relationship with us.

e. Governing Law and Jurisdiction. Except as otherwise set forth in Section 14(b), these Terms of Use shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflicts of law rules, and the United States of America. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable hereto. Without limiting the preceding language in this Section 14, you agree to submit to the jurisdiction and venue of the state and United States Federal courts in Miami, Florida for the purposes of these Terms of Use. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR SERVICES OR US MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

#### 15. Miscellaneous.

a. Entire Agreement; Headings. These Terms of Use are the entire agreement between you and us with respect to the Site and Services, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to thereto; provided that if you and we have previously executed a written addendum referencing a Messaging Services Agreement between you and us or these Terms of Use, such the specific amended terms expressly included in such addendum shall remain in effect together with these Terms of Use (and shall govern to the extent of any direct conflict), and the parties acknowledge that any reference to the Messaging Services Agreement in such an addendum is intended to refer to these Terms of Use unless you and RECARGAS SIBONEY® have previously executed a separate Messaging Services Agreement, named as such, signed by RECARGAS SIBONEY's

Chief Executive Officer. The section and paragraph headings in these Terms of Use are for convenience of reference only and shall not affect their interpretation. No oral or written information or advice given by RECARGAS SIBONEY® or its employees and other representatives will create any obligations or warranty on behalf of RECARGAS SIBONEY® unless otherwise agreed in a writing signed by RECARGAS SIBONEY's Chief Executive Officer. Any purchase orders, confirmations, payment documentation, or other terms provided by you, even if signed by the parties after the date hereof, shall have no force or effect.

b. Modifications/Waivers. Except as expressly provided herein, these Terms of Use may not be changed or modified, nor may any provisions hereof be waived, nor may any consent or confirmation be considered to have been given, except by an agreement in writing signed by the party against whom enforcement of the change or modification is asserted, and any such modification, change, waiver, consent or confirmation on our behalf may only be given by an authorized signatory of RECARGAS SIBONEY Inc. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Our failure to enforce any part of these Terms of Use shall not constitute a waiver of our right to later enforce that or any other part of these Terms of Use. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other subsequent default or breach.

c. Severability. If any provision of these Terms of Use, or any part of such provision, is found to be unenforceable or invalid, that provision will be (to the minimum extent necessary) be replaced by a valid and enforceable provision the effect of which comes as close as possible to the intended economical effect of the unenforceable or invalid provision, so that these Terms of Use will otherwise remain in full force and effect and enforceable.

d. Force Majeure. We shall not be liable for any delays or failures caused by occurrences beyond our reasonable control, including, without limitation, acts of God, natural disasters, flood, fire, accidents, decrees or restraints or other actions of governments, strikes or other labor disturbances, war, sabotage, outages of third party connections, utilities, or telecommunications networks, including, without limitation, carrier-related problems or issues, internet-access issues, shortage or unavailability of supplies, and other mechanical, electronic or communications failures or degradation.

e. Notices. You hereby authorize us to send notices to you relating to this Agreement (e.g., notices of breach and/or suspension and regarding our Services) via a notification message displayed on your account on the Services or via e-mail to the e-mail address you provide to us in your Account or otherwise on the Services, in addition to the other means and methods set forth in this Agreement. It is your responsibility to keep your e-mail address current, and you will be deemed to have received any e-mail sent to the last known e-mail address we have on record for you. Notices that we send to you via e-mail will be deemed effective upon our sending of the e-mail. Notices provided to us under this Agreement shall be sent to the attention of your account manager, with a copy sent to RECARGAS SIBONEY's General Counsel with respect to any legal matters) at:

Tele Fácil México, S.A. de C.V. (dba RECARGAS SIBONEY®)  
Fuente Bella 3299 – Piso 14,

Col. Rincón del Pedregal Alcaldía Tlalpan, C.P. 14120  
CDMX, México

[support@recargassiboney.com](mailto:support@recargassiboney.com)

Unless otherwise specified in these Term of Use, all notices under these Terms of Use will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service.

f. No agency, JV, third party beneficiaries. No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Use and neither party has any authority of any kind to bind the other in any respect (except as necessary for us to perform the Services on your behalf).

g. Assignment. These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you except with our prior written consent; provided that you may assign this Agreement to a successor to all or substantially all of your business or assets with prior written notice to us; provided that such successor and its affiliates do not provide services that compete with us, such assignment may not constitute or result in a violation of applicable trade control or export or other law, such successor meets our credit requirements, and you shall remain liable for all of your obligations that accrued prior to such assignment. We may assign, transfer or delegate any of our rights and obligations hereunder without consent to an affiliate or successor to all or substantially all of our business or assets to which this Agreement relates.

h. Export and restricted users. By using the Services, you represent and warrant that (i) your use of the Services will not violate any embargoes, sanctions, trade restrictions or similar restrictions issued by any applicable governmental entity, (ii) you and your users have not been designated by the U.S. Government or any other government or agency as a prohibited or restricted party under any trade restrictions, export laws or the like (including, without limitation, the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List). You also will not use the Site or Services for any purpose prohibited by applicable law, including the development, design, manufacture, or production of missiles, or nuclear, chemical, or biological weapons. You may not use, export, re-export, import, or transfer any technology or data related to the Services except as authorized by both this Agreement and all applicable laws, rules, and regulations.

i. Government Terms; Commercial Items. All software, technology, and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display, transfer, or disclosure of the Services and accompanying documentation by any agency, department, or other entity of any government, shall be governed solely by the terms of this Agreement, and shall be prohibited except to the extent expressly permitted by the terms herein or in a writing signed by an authorized signatory on behalf of RECARGAS SIBONEY Inc. No other rights are granted.

j. Questions. If you have any questions about these Terms of Use or our Services, you may contact us at:

Tele Fácil México, S.A. de C.V. (dba RECARGAS SIBONEY)

Fuente Bella 3299 – Piso 14,

Col. Rincón del Pedregal Alcaldía Tlalpan, C.P. 14120

CDMX, México

[support@recargassiboney.com](mailto:support@recargassiboney.com)

Updated: December 20<sup>th</sup>, 2021

- Supplemental Terms For Airtime

Airtime refers to the value credited to a mobile subscriber's prepaid account. The recipient of this airtime may use it according to their respective operator's Terms and Conditions. In most cases, airtime credits may only be used for domestic and international calls, to send text message, data or to purchase mobile content.

Airtime credit has a limited validity period, which can vary from operator to operator and on the product that is sold. These Supplemental Terms form a part of, and are hereby incorporated into, our Terms of Use by this reference.

A. Additional Payment Terms. Please refer to the Terms of Use with respect to all other payment terms, which apply to all Services.

- 1. With respect to Verify Services, we will determine: (i) the number of successful verifications that have occurred in our sole reasonable discretion based upon the use by your message recipients of the PIN Codes provided by you to such users through the Services ("Successful Verifications"); and (ii) the number of unsuccessful verifications that have occurred in our sole reasonable discretion based upon the lack of use by your message recipients of the PIN Codes provided by you to such users through the Services within a reasonable period of time.
- 2. You can track and find additional information about your Successful Verifications on your Account dashboard. You may not use the Services in any manner that circumvents payment obligations that would otherwise be owed to us, or engage in any fraudulent, inappropriate, or deceitful behavior in connection with the Services. We reserve the right to audit your use of these Services if we suspect the foregoing misuse is occurring, and adjust your invoices to bill you for any such verification messages improperly sent as if such requests were Successful Verifications, without limiting our suspension, termination, and other rights and remedies set forth in the Terms of Use.

B. Third Party Information Sources. These Services use proprietary algorithms designed to reduce time to market by using one API that connects to multiple data sources, and to increase the accuracy of information provided to you by consolidating information received from multiple portability, telecommunications, and other databases. These Services inherently rely upon data derived from third party and public sources that are not under our control. Although our proprietary algorithm is designed to detect conflicts in and increase the accuracy of reported information, we do not verify or evaluate each piece of



data, and neither we nor our suppliers make any guarantees or warranties, express or implied, about any of the information offered or provided, including, without limitation, warranties relating to accuracy, availability, or results of use. We also have no control over and accept no liability in connection with the telephone numbers submitted for verification purposes on our customers' websites. We prohibit use of our services to impersonate others and for other fraudulent purposes (see our [Acceptable Use Policy](#)) but we do not accept responsibility for third party actions. You acknowledge and agree that we have no fiduciary duty to you and you acknowledge that we have no duty to take any action regarding what which users gain access to the Services, the Content you or others access via the Services, or how you or others may interpret or use the Content provided through the Services. You release us from all liability for you or others having (or not having) acquired or relied upon Content through the Services. Your use of and reliance upon the Content provided through the Services is solely at your own risk.

C. Additional Representations and Warranties. You further covenant, represent and warrant that you will only use Number Insight and Verify Services and exercise your rights under the Terms of Use (i) for lawful purposes in compliance with our Terms of Use; (ii) incident to your authorized provision of services relevant to your users; (iii) in compliance with any and all location-based data laws, rules and regulations that may be relevant to you (such as the Electronic Communications Privacy Act in the United States, the Regulation of Investigatory Powers Act in the United Kingdom, or any analogous law in jurisdictions relevant to your use of the Services); and (iv) in compliance with any and all other applicable laws, rules and regulations and that you have any and all authorizations and permissions as may be necessary, including privacy-related consents, to obtain and use data obtained in connection with these Services.

D. Use of Number Insight Services for Activities Governed By FCRA Is Prohibited. We do not seek or knowingly access secure or private financial information. We are not a credit reporting agency and do not offer consumer credit reports. None of the information provided by us may be considered for purposes of determining any entity or person's eligibility for credit, insurance, employment, housing, or for any other purposes covered under the Fair Credit Reporting Act or any analogous law in any other jurisdiction.

E. Additional Privacy Terms. Personally identifiable information that we obtain through Number Insight and Verify Services is subject to our [Privacy Policy](#). We need to provide the telephone number and related information you submit to these Services to various third party database providers in connection with performing the Services. In addition, depending on the relevant jurisdictions, we may obtain and disclose to our requesting users the information obtained from such third party and publicly available databases, which may include, without limitation, a telephone number's validity, type (e.g., mobile, landline, etc.), corresponding device status (e.g. whether or not it is currently available for messaging), roaming status, carrier, country of location, and whether or not the number has been ported. You must have and abide by an appropriate privacy policy with your users (including, without limitation, the provider of any telephone number you submit to us in connection with these Services), and you shall comply with all applicable laws, policies, and regulations relating to all of the foregoing information relevant to these

Services. You shall not resell or otherwise disclose any information obtained by us through these Services to any third party. Your privacy policy must disclose the use of our Services and how personal information is treated in compliance with all applicable laws, rules, and regulations. You acknowledge and agree that you shall not submit any personally identifiable information to us that is owned by any person who has not agreed to the treatment of such information as set forth in our Privacy Policy, and you shall be solely responsible for any non-compliance with these Supplemental Terms.

F. For any other questions, please contact us at:

Tele Fácil México, S.A. de C.V. (dba RECARGAS SIBONEY®)  
Fuente Bella 3299 – Piso 14,  
Col. Rincón del Pedregal Alcaldía Tlalpan, C.P. 14120  
CDMX, México

[support@recargassiboney.com](mailto:support@recargassiboney.com)