



Terms of Service (TOS)

Effective Date: [01/01/2024]

By these Terms of Service, WS Telecom INC and individuals or legal entities entering this agreement (hereinafter referred to as "Customer"), agree as follows:

1. General Terms and Conditions

1.1. These Terms shall take effect upon entry into force of the Contract and shall remain in effect until the parties perform their obligations.

1.2. These Terms and Conditions may be changed by the Contractor unilaterally without special notification of the Customer.

1.3. The Term of this Agreement will begin on the Commencement Date (as defined on the Term Sheet) and shall remain in full force and effect for the duration of a twelve (12) month term.

2. Definitions

2.1. "**Service Fee**" consists solely of the base monthly service fee paid by a Customer for the selected WS Telecom INC services and excludes all other fees, including set-up fees, bandwidth usage, or optional additional services.

2.2. "**Services**" include any one or more of the following:

- **SDN Solutions:** Automation, optimization, and secure networking.
- **IP Leasing:** IPv4/IPv6 space assigned to customers, routed within WS Telecom INC infrastructure or via LOA (Letter of Authorization).
- **Routing Services:** Facilitation of customer-owned IP announcements.
- **Full Service:** Integrated SDN, IP leasing, and traffic management bundled into one service.

2.3. Use of WS Telecom INC services constitutes acceptance of the AUP, Privacy Policy, and these TOS.

2.4. Disclosure to law enforcement: WS Telecom INC may disclose Customer information to law enforcement agents without consent if required by law.

3. Prohibition of Malicious Actions

3.1. Customers are prohibited from using WS Telecom INC services for:

- Phishing or identity theft.
- Distributing viruses, worms, or malicious code.
- Hosting illegal or infringing content.
- Promoting violence or terrorism.
- Sending SPAM or UCE.

3.2. Hacking or security breaches are strictly prohibited. Violations may result in immediate suspension or termination of services.

4. Notification of Violation

4.1. Customers violating the AUP may receive a warning or have their services suspended without prior notice.

5. Payments

- 5.1. Customers must pay all fees within five (5) days of invoice issuance.
- 5.2. Late payments incur a 10% penalty and may result in suspension of services.
- 5.3. All payments are non-refundable.

6. Substitution or Refusal of Services

- 6.1. Customers may request substitution or termination of services by submitting a formal request via email.

7. Customer Responsibilities

- 7.1. Customers are responsible for securing their accounts and ensuring compliance with all applicable laws.

8. Liability

- 8.1. WS Telecom INC is not liable for service interruptions beyond its control.
- 8.2. The Contractor's maximum liability is limited to fees paid during the affected period.

9. Suspension or Cancellation of Services

- 9.1. WS Telecom INC reserves the right to suspend services if the Customer violates the AUP or

TOS.10. Indemnification

- 10.1. Customers agree to indemnify WS Telecom INC against claims or damages arising from violations of the TOS or AUP.

11. Dispute Resolution

- 11.1. Disputes must first be addressed through negotiation. If unresolved, disputes will be submitted to a court at the Contractor's location unless otherwise agreed.

12. Concluding Provisions

- 12.1. The Contractor reserves the right to amend these terms unilaterally without prior notification.
- 12.2. Customers are responsible for reviewing updated terms on the Contractor's website.

WS Telecom INC

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