Client Name: Date:

Address:

ID/Passport No.:

Company Reg. No.:

Telephone No.:

Email:

**AGREEMENT**

**ALFA ENTERPIRSE PTE. LTD.,** hereinafter referred as **“ALFA”**, will provide its **Client** hereinafter referred as **“You”** or **“Client”** with International Premium Rate numbers hereinafter referred as “IPRN / Telecom numbers” through the web panel **www.callrevenues.com**, subject to the following Terms and Conditions:

**ALFA Obligations**

ALFA will provide IPRN / Telecom numbers to you in order to receive telecom traffic to. You will be paid the rate offered by ALFA for the traffic received to IPRN / Telecom numbers assigned to you. IPRN / Telecom numbers can be revoked from you at any time and without any notice. ALFA shall provide to you detailed statistics connected to your traffic, such as calls and minutes generated. ALFA will provide to you Login credentials for the statistics panel. The statistics provided in the statistics panel are and will be the only valid statistics for executing all calculations connected to your compensation and they may differ from those of the carriers or from the statistics presented in your systems.

**Client Obligations**

It is the client’s responsibility to offer and promote the service to its callers / users. The client is strictly responsible for the service provided and the usage of the IPRN / Telecom numbers assigned by ALFA. Client needs to fully comply with the Laws and Regulations of the country (where the service is provided), as well as its telecom legislation and relevant international laws. The client will have no right and cannot claim any kind of ownership of the assigned IPRN / Telecom numbers. ALFA needs to know from the client the kind of service they are offering through the assigned IPRN / Telecom numbers. The service should not breach any kind of law or regulation of any state or country, any copyright laws or intellectual property regulations and definitely it should not be defamatory or misleading. It is the client’s responsibility to pay all penalties, fines or charges levied upon by any authorities and or any legal third party, due to client’s failure to comply with relevant rules and regulations issued by the authorities and or any legal and related third party.

**Payment Rates and Terms**

ALFA would set specific rates as well as terms & conditions for each and every number. You will be paid based and upon those rates and terms set. The payment will be executed to the bank account or any other offered payment solution provided once the earnings are available and eligible based on the payment terms of every number. All wire transfer charges will be supported by you. ALFA can change the rate or terms of the number at its own discretion. All chargebacks or other fees if any, shall be deducted from the client’s payment. If the charge back is higher than the available credit balance that you have with ALFA, then the client agrees to pay the same within two (2) weeks after receiving a relevant invoice. ALFA reserves the right to hold or not pay the client, in case there is a chargeback or any complaints or disputes from third party carriers

**Misuse of Numbers**

Using ALFA IPRN / Telecom numbers for any kind of Fraudulent action is strictly prohibited. You should cooperate with ALFA to resolve such issues and prevent any kind of fraudulent calls or fraudulent promotions. ALFA shall provide all information regarding complaints due to fraudulent traffic sent to the IPRN / Telecom numbers assigned to you by ALFA. You are solely responsible for the content or service provided through ALFA IPRN / Telecom numbers. In case of any legal action connected to the numbers provided by ALFA to you, then you are responsible for the legal action and you shall bear all costs and risks. You should and you accept to provide all related details and documents that would be required by the authorities and any court of law. ALFA has the right to suspend all payments to you, if you misuse the IPRN / Telecom numbers for any illegal purposes or fraud and to charge back every amount disputed by the carriers from future payments to you.

**Term and Termination**

This agreement shall commence from the date hereof and shall remain in force until either party furnishes a written notice of termination of at least ninety (90) days in advance. Either party can terminate or suspend this agreement at any time by furnishing a written notice to the other. In the case either party has committed on suspending the agreement and fails to act upon such termination within thirty (30) days of receipt of notice then will have to remedy and cover any potential losses to the other party. In addition, ALFA could immediately terminate this agreement if there is conflicting publicity against the company connected with the client’s services and actions. Termination, suspension and / or expiry of this agreement for any reason shall be without prejudice to any of the party’s corresponding rights and obligations accruing up to the date of such termination, suspension or expiry. Neither party shall be held to be in breach of its liability under the agreement nor be accountable to the other party for any loss or damage that may be suffered by the other party due to force majeure.

**Entire Agreement**

This agreement represents the entire understanding and arrangement between both parties in connection to the subject matter hereof and supersedes any previous agreements, representations or understandings by either party either oral or written.

**No Waiver**

Failure by any of the parties to exercise or enforce any right or obligation in accordance to this agreement shall not be considered a waiver of any such right or obligation or not exercise or enforce thereof or any other right or obligation on any future circumstances.

**Transfer of Contract**

ALFA is allowed to transfer this agreement to any third-party company or to any group related company and inform you within thirty (30) days from the day of transfer. However, payments to you are in such case guaranteed by ALFA for any traffic generated within thirty (30) days from the day of transfer.

**Liability**

The service, its operation, its use and also the results of such use shall be performed in a responsible and a workmanlike manner. To the fullest extent permissible pursuant to applicable laws, ALFA disclaims all warranties express or implied, including but not limited to, implied warranties of merchantability and fitness for a specific purpose, in concurrence to the service, its use and also the results of such use. Without limiting the foregoing, ALFA specifically disclaims any warranty in connection to,

(a) that the service will be continuous or error-free

(b) that each and every defect will be corrected

(c) that there are none viruses or other harmful components

(d) that the security methods will be adequate concerning to the correctness, accuracy, or reliability

**Notices**

Any notice/s or any other document/s which may be presented under this agreement shall be considered to have been duly presented and provided if left at or sent by mail to the usual or last place of business of the recipient party. This will also be relevant with regards to any notices, invoices or any other documents sent to the your secured and provided e-mail address.

**Intellectual Property Rights**

The parties’ respective intellectual property rights shall remain the property of whichever creates or owns the same and nothing in this agreement shall be considered to accord any assignment or license of the intellectual property rights of the other party. Thus, the intellectual property rights or goodwill in the IPRN / Telecom numbers shall hereby be granted in or assigned to the company.

**Governing Law**

This agreement is governed by the laws of the Republic of Singapore (except for any conflict of law provisions). The exclusive forum for any actions brought in reference to this agreement shall be in the Republic of Singapore therefore you consent to the jurisdiction in reference. However, ALFA, in its sole discretion, can take any legal action against you within the country where you have your legal presence and thus under the law governing the specific country.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLIENT