

## **Service Agreement and Policies**

**TelecomIn LLC** offers its services via the website [www.TelecomIn.com](http://www.TelecomIn.com) and [www.mycallpanel.com](http://www.mycallpanel.com)

**TelecomIn LLC** is responsible for the processing of your Personal Data, as defined below.

### **Definitions**

For the purposes of this policy:

“Personal Data” means:

Name, address, telephone number, IP-address, Payment Data, Call Data Records

“Services” means all communication services provided by **TelecomIn LLC**

### **Collection of the Personal Data and use of collected Personal Data**

**TelecomIn LLC** uses your Personal Data for the provision of Services and billing purposes. **TelecomIn LLC** may use your Personal Data to improve their Services. **TelecomIn LLC** may use your Personal Data to detect misuse of its system and / or a customer account. **TelecomIn LLC** may use the Personal Data to provide you with information relating to your account.

**TelecomIn LLC** may use the Personal Data for marketing purposes, unless you object to this. Thus, you may at any time and without charge, contact **TelecomIn LLC** at the above-mentioned address to stop any use of your Personal Data for advertising or solicitation purposes.

**TelecomIn LLC** and any partner involved in providing the Services will store your Personal Data no longer than the time necessary to provide Services and in any case no longer than the maximum period permitted by the local laws, rules and regulations on Personal Data protection.

### **Disclosure and sharing of your Personal Data**

**TelecomIn LLC** ensures the confidentiality of your Personal Data and will never disclose them to third parties without your consent, apart from the partners involved in providing the Services. However, these partners involved in providing the Services will only receive the Personal Data required to perform Services. **TelecomIn LLC** and its partners are prohibited from using your Personal Data for any other purposes.

By using the Services provided by **TelecomIn LLC**, you agree that your Personal Data can be transmitted to partners in Members States of European Union or in countries providing adequate protection for the provision of the Services.

Personal Data may additionally be communicated to any employee of **TelecomIn LLC** or any partner involved in providing the Services. The communication to these third parties is limited to data necessary for the performance of their tasks for the same purposes as the one of **TelecomIn LLC**.

## **Security of your Personal Data**

**TelecomIn LLC** uses standard security technologies and procedures to ensure the protection of your Personal Data against unauthorized access, use, disclosure or destruction. **TelecomIn LLC** takes security measures, such as technical and organizational measures against unauthorized or unlawful access to your Personal Data and against accidental loss or destruction of, or damage to your Personal Data.

Any sensitive information, such as your credit card number are protected by encryption. The encrypted communication is established using Secure Sockets Layer (SSL) technology.

Indeed, SSL provides the secure exchange of data between two computers in order to ensure the confidentiality, integrity of exchanged information and authentication by recognition of the identity of the program, the person or company with which the Personal Data is exchanged.

## **Access to your Personal Data**

You can request free access to your Personal Data processed and stored by **TelecomIn LLC**. Should you wish to access to, update, rectify your Personal Data or object at any time, for compelling and legitimate reasons relating to your special situation, the processing of any data on you, you may make a request at [support@telecomin.com](mailto:support@telecomin.com)

## **Limitation of Liability**

Call Completion. TELECOMIN LLC shall not be liable or responsible in any way for the failure of calls to be completed, for any reason whatsoever or for no reason, including, without limitation, the failure of other network vendors to terminate such calls.

No Minimum Volume of Traffic and Transmission. Neither Party shall be obligated by this Agreement to commit a minimum volume of traffic. Neither Party shall convey traffic to destinations not agreed to between the Parties.

LIMITATION OF LIABILITY AND DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR ANY OTHER THEORY) OR OTHERWISE, EXCEPT FOR IN THE EVENT OF A BREACH OF ANY OBLIGATION OR LIMITATION WITH RESPECT TO THE USE OR PROTECTION OF CONFIDENTIAL INFORMATION OR INTELLECTUAL PROPERTY AS SET FORTH IN SECTION 23(CONFIDENTIAL INFORMATION).

## **Important E-Mail address**

Invoices	:	<a href="mailto:accounts@telecomin.com">accounts@telecomin.com</a>
Rate Modifications	:	<a href="mailto:rates@telecomin.com">rates@telecomin.com</a>
Disputes	:	<a href="mailto:accounts@telecomin.com">accounts@telecomin.com</a>
Legal	:	<a href="mailto:legal@telecomin.com">legal@telecomin.com</a>
PayPal id.	:	<a href="mailto:billing@telecomin.com">billing@telecomin.com</a>
Support	:	<a href="mailto:support@telecomin.com">support@telecomin.com</a>

## **Billing and Rating Methodology**

Billing increment is 1/1, except, 1 USA 6/6, (52) Mexico 60/60, (674) Nauru 60/60, (675) Papua New Guinea 60/60, (676) Tonga 60/60, (678) Vanuatu 60/60, (685) Samoa 60/60, (597) Suriname 60/60, (686) Kiribati 60/60, (509) Haiti 60/60, (228) Togo 60/60, (687) New Caledonia 60/60 and (220) Gambia 60/1

Rounding – All Conversational (traffic) calls are rounded UP to the 5th decimal place and All Non-conversational (Short duration traffic / call-center traffic) calls are rounded UP to the 4th decimal place

Neither CUSTOMER nor PROVIDER will take any steps to misrepresent or conceal the nature, origin or destination of any of CUSTOMER'S traffic. CUSTOMER will use all reasonable efforts to transmit in its signaling the Calling Party Number (CPN) or equivalent information regarding the end user originating each call. PROVIDER will transmit all of the signaling information it receives from CUSTOMER

CUSTOMER will not use the Service to originate or terminate voice calls in a manner that bypasses switched access or other applicable charges. If CUSTOMER does so, it will constitute a material breach of this Agreement and will entitle PROVIDER to discontinue Service immediately and terminate the Agreement for cause. In addition, CUSTOMER shall indemnify, defend and hold harmless PROVIDER from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred as a result of CUSTOMER'S breach of this obligation. Notwithstanding any other provision of this Agreement, the damages for any breach of this CUSTOMER'S obligation shall not be capped or limited. PROVIDER at any time may audit CUSTOMER'S traffic to assure compliance with its obligation not to bypass switched access or other applicable charges

## **Return/Refund Policy**

Our company wants to ensure your complete satisfaction with our services. If you are dissatisfied with our services for any reason, we may return your unused money (your available balance) back within a period of 7 business days. This period shall start for you on the date on which your declaration of revocation is sent and for us on the date that it is received.

How to Return: If need to return money (your available balance), email us on: [support@telecomln.com](mailto:support@telecomln.com) and we will provide you with a Complaint ticket Number to set up a return. Returns will not be accepted without a Complaint ticket Number. Full refunds are given within 45 business days. The refund will be returned the way you have made the payment and the following charges will occur accordingly:

1. Domestic (USA) Wire Transfer – 25 USD
2. International Wire Transfer – 45 USD
3. Payments via Credit Card, PayPal – Free of charge