

TELECOMMUNICATION SERVICE AGREEMENT - TERMS & CONDITIONS

Effective 11/25/2019

1. GENERAL

These conditions shall apply to all quotations made and all orders of sale accepted by us (Specto) for the provision of Telecommunication Services (Telecom Services). Any other terms, conditions, warrants or representations, whether made prior to, or subsequent to the order are hereby excluded. Special or additional terms of the Purchaser contained in the purchaser's order or otherwise shall be of no effect unless the same be separately brought to our notice and express consent is given by us in writing.

2. PRICES

Prices of telecom services exclude taxes unless expressly specified to the contrary. Prices are subject to change without notice.

3. QUOTATIONS

Quotations are valid for 30 days unless otherwise stated. Thereafter, they are subject to change without notice.

4. BILLING

The charges for Telecom Services shall be at the agreed upon monthly rates current at commencement of the service period. The invoice for service will be sent out on the last day of each calendar month for the period of that month. If service commences after the first day of a calendar month or cancelled before the last day of a calendar month, Specto will pro-rate the service in increments of 10% (for every 3-day period). Specto reserves the right to alter service charges at any time, without prior notice.

5. SERVICE ACTIVATION

The Purchaser must advise Specto in writing that a Telecom Service is to be activated. The request must include all required information like the device & SIM card to be associated with the service, activation date, etc.

Specto endeavors to activate Telecom Service as soon as possible upon receipt of the Purchaser's written request. Specto is not responsible for any delay in activating service due to delays caused by the Telecom service provider.

6. SERVICE TERMINATION

The Purchaser must advise Specto in writing that a Telecom Service is to be terminated. The request must include all required information like the service line details, the device and SIM card associated with the service, termination date, etc.

Specto will terminate the Telecom Service upon receipt of the Purchaser's written request. Billing will cease on either the date of the written request or the stated termination date (if different).

7. DORMANT SERVICE DEACTIVATION

If the Purchaser has not utilized a Telecom Service associated with a SIM card for a period of more than 6-months, Specto reserves the right to deactivate the service line. This may result in the Purchaser needing to obtain a new SIM card to reactivate the Telecom Service at a later date.

8. TERMS OF PAYMENT

Unless otherwise agreed, payment terms are cash upon delivery of invoice.

Net 30-day terms may be established for approved customers. Approval requires the completion of

Specto's credit application, which includes the submittal of three trade references. Credit applications must be approved by Specto prior to placement of the order for net 30-day terms to be valid.

Payment of invoices is required in full in 30 days of the date of the invoice. Acceptable payment methods for customers with an approved credit account are cash, check, ACH deposit or wire transfer.

If a customer chooses to pay by credit card, payment must be made on date invoice is issued. If a payment is made after this date, Specto will charge a 3% processing fee. Should the Purchaser fail punctually to comply with the terms of payment, we shall be entitled to interest on any amount overdue at the rate of 2% per month or part month.

9. DEFAULT

If the Purchaser shall default in making any payment for any period in excess of thirty days or if the Purchaser is in breach of these Conditions of service, then Specto shall be entitled to terminate the agreement forthwith and deactivate the service. The Owners are hereby indemnified by the Purchaser in respect of all and any damage or loss to the Purchaser or any third party resulting from the exercise by the Owners of its rights therein reserved.

This shall include the Owners recovering all amounts outstanding and payable as a result of such action.

10. FEES & EXPENSES

The Owners shall be entitled to recover from the Renter all fees and expenses (whether or not formal legal action is instituted) incurred as a result of any breach of these terms by the Renter or need to enforce same or in any other way arising in connection with these Terms and Conditions of Rental.

11. DAMAGES

The remedies provided herein are the Renter's sole and exclusive remedies. In no event shall the Owners be liable for direct or indirect special, incidental or consequential damages (including loss of profits) whether based on contract tort or any other course of action.

12. GOVERNING LAW

This document serves as a contract between the Renter and the Owners shall be governed by and construed in accordance with the Laws of the USA. The Renter agrees to be subject to the jurisdiction of the US Courts.