

Public Offer Agreement on the Terms of Narayana Provision

Date: 25.06.2023

1. General Provisions

1.1. This document forms a public offer and an agreement between **Narayana OÜ (the Owner)** and the **Subscriber**, a legal or natural person who has an account in the Narayana billing system accessible at <https://narayana.im> or through any available interface such as API, phone dialing, etc.

1.2. The **Owner** or **Operator**, hereinafter referred to as the legal entity owning Narayana, is **Narayana OÜ**, registration number **12779661**, registered at **Väike-Paala 2, Tallinn, Harju County, Estonia, 11415**.

1.3. The **User** or **Subscriber**, hereinafter referred to as the natural or legal person using Narayana OÜ services for their own needs.

1.4. The **Provider** is the legal entity that provides the Owner with voice, text, or other communication services on a contractual basis.

1.5. The service owner has the right to unilaterally modify the terms of this agreement no earlier than 14 days from publishing the changes on the website.

1.6. Upon registration, the Subscriber is assigned a personal **Account** within the system, denominated in Euros (EUR). All transactions related to the Account, including external payments and refunds, are conducted in Euros (**EUR**).

If the selected payment method does not accept EUR, the payment will be processed in the currency of the payment method, with a conversion to EUR based on the European Central Bank (ECB) exchange rate at the time of the payment.

For cryptocurrency payments, funds are directly credited to the Owner's wallets specified in the billing system or through payment providers. The transactions are also converted to Euros (EUR) at the average exchange rate on cryptocurrency exchanges (Kraken, Bitfinex) at the time of the transaction.

Moreover, multiple Subscribers, whether individuals or legal entities, can be serviced under the same Account and have different credentials to access the services the Owner provides.

1.7. The User must carefully read each provision of this agreement before submitting a registration request. The User agrees to familiarize themselves with the personal data

processing policy available at <https://narayana.im/contracts/gdpr.pdf>.

1.8. By filling out the registration form, the User confirms their agreement with all the provisions of this agreement. The User also confirms their review and consent to the personal data processing policy.

1.9. By registering the User on its service, the Owner confirms the effectiveness of this agreement between the Owner and the Subscriber.

In dispute situations, the User undertakes to resolve disputes through negotiations with an Owner's representative. If the settlement cannot be reached, the User agrees to escalate the dispute to the Harju County Court.

2. The subject of the Agreement

2.1. The subject of this agreement is providing services to the User - voice, text, or other communication services using the Owner's equipment and software.

3. Confidentiality

3.1. The Owner strives for confidentiality and does not require or store the User's data (including data subject to Russian Federation Federal Law No. 152-FZ).

Exceptions include data necessary for providing communication services, such as SIP account information, passwords, and encryption keys. This data is anonymized and does not allow identifying the Subscriber's identity.

3.2. The Owner may request the Subscriber to provide proof of their identity in the following cases: if the User intends to fund their Account through bank transfers or bank cards, and if verification of the end user is mandated by the local regulatory jurisdiction for certain requested services (e.g., local phone numbers of specific countries).

3.3. In certain instances, the Subscriber **may voluntarily** provide personal data, such as a mailing address or email address, to facilitate the use of Narayana, document delivery, and package shipment. In such cases, data processing shall be carried out per the Owner's GDPR policy, as described in detail in the document accessible at the following link:

<https://narayana.im/contracts/gdpr.pdf>. The User shall have all the rights conferred by the General Data Protection Regulation (GDPR), including the right to be informed about the data collected, its processing and storage, and the right to request the erasure of personal data.

3.4. The Subscriber may, at any time, request the deletion of data related to the Subscriber,

such as call history, tickets, including delivery addresses, and personal mailing with technical support. Also, the Subscriber is entitled to clear their call log at any given time independently; however, it should be noted that by doing so, the Subscriber forfeits the right to dispute the quality or billing of services recorded in the call log before its clearance.

4. Rights and Obligations of the Parties

4.1. All services available to the User are provided "as is," and the Owner shall not be liable for any harm or financial damage that the User may cause to themselves or third parties.

4.2. The Owner shall have an obligation to support the Subscriber with all essential information regarding system access, facilitate the user equipment's connectivity to the system, diligently manage the Account, and provide the User with expert advice related to the execution of this Agreement.

Additional agreements for personal service or extended technical support may be signed between the Owner and the Subscriber within the scope of this offer.

4.3. Payments to the Account are automatically credited upon receiving confirmation of payment completion from the billing system. Manual payments must be processed no later than 3 (three) business days after being deposited into the Owner's bank account or cryptocurrency wallet.

4.4. The Owner is obligated to ensure uninterrupted access to the Telephone Station and website for the Subscriber, except in cases beyond human control (force majeure circumstances, such as DDoS attacks, volcanic eruptions, magnetic storms, and the end of the world).

4.5. The Subscriber must securely store their credentials (data for accessing the Service) and devices (SIM cards, encryption keys, etc.) in a safe place and not disclose them to third parties. The Subscriber is financially responsible for any actions performed in our Service using the Subscriber's equipment, credentials, or devices.

4.6. The Subscriber must not use the services provided by the Owner to disrupt the operation of any technical means (e.g., DDoS attacks, telephone or SMS flood) or engage in any other activities that could cause critical load or other damage to the equipment of the Owner, Provider, or third parties.

4.7. In the event of a breach by the Subscriber of the terms of this agreement, the regulations for the provision of communication services, or upon receiving a complaint from the Provider regarding the Subscriber's actions, or in the case of the Subscriber's violation of Estonian legislation, the Owner reserves the right to unilaterally terminate the Agreement without refunding any funds or without notice to the Subscriber.

4.8. The Subscriber has the right to terminate this agreement in the event of disagreement with its terms or if there is no longer a need to continue using the communication services.

5. Refund Policy

5.1. If the User has a valid claim against the Owner, they have the right to receive a refund for services of inadequate quality to their Account.

5.2. In the event of termination of this Agreement at the Owner's initiative due to the User's violation of one or more provisions of this Agreement, the remaining funds in the User's Account are not refunded.

5.3. In the event of termination of this Agreement at the initiative of the User, funds are refunded to the User's Settlement Account to the extent of the remaining balance in the User's Account only if there are justified claims for all services provided, or in the absence of actually rendered services (or services).

Otherwise, the Owner reserves the right to withhold a closure fee of 100 (one hundred) Euros, plus the Owner's bank commission for transferring funds to the User's bank.

5.5. The Owner also reserves the right to withhold funds prior to refund for a period of up to ninety (90) days if there is reason to believe that an intruder, a malefactor who has obtained credentials to access the system illegally and/or in violation of this Agreement, is acting on behalf of the User.

5.5. Refunds are issued exclusively using the same payment method the User employs. If that method is unavailable, an alternative method suitable for the Owner may be used. Refunds are processed in Euros (EUR) and converted at the exchange rate of the payment system at the time of the refund transaction, excluding all commissions.

5.6. The Owner reserves the right to refuse a refund without providing reasons if the most recent recorded activity in the Subscriber's call log occurred more than 3 (three) years ago.

Narayana OÜ
Signed digitally