

## LICENSE AGREEMENT BETWEEN USER AND FINVOIP

This End User License Agreement is entered between you and FINVOIP (including any affiliate or subsidiary company thereof) "FINVOIP" for the license of the Product.

### License

1. Subject to the terms of this Agreement, FINVOIP hereby grants you a limited, personal, non-commercial, non-exclusive, non-sublicensable, non-assignable, license to download, install and use the Product (and any thirdparty technology incorporated into the Product unless expressly stated otherwise) on your computer, for the sole purpose of personally using the Product. You may not, and may not permit or aid others to, translate, reverse engineer, decompile, disassemble, update, modify, reproduce, duplicate, copy, distribute or otherwise disseminate all or any part of the Product, or extract source code from the object code of the Product. You will not, under any circumstances, sell, assign, rent, lease, distribute, export, import, or otherwise grant rights to third parties with regard to the Product or any part thereof. In this Agreement the "Product" shall mean the software distributed by FINVOIP, including without limitation, the application program interface, the user interface and any enclosed documentation provided by FINVOIP, as well as updates and upgrades thereof.

### Restrictions

2.1 You acknowledge and agree that links and email-accounts used for access the Product or the Producthomepage allows you to submit materials for use in connection with the Product. For materials you post or otherwise provided to FINVOIP and related to the Product (a "Submission"), you hereby grant FINVOIP irrevocable permission to (1) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, translate and reformat your Submission, each in connection with the Product, and (2) sublicense these rights. FINVOIP will not pay you for your Submission. FINVOIP may remove your Submission at any time. For each Submission, you represent that you have all rights necessary for you to make the grants in this section. 2.2 As a condition of your use of the Product, you will not use the Product for any purpose that is unlawful or prohibited by this Agreement. You may not use the Product in any manner that could damage, disable, overburden, or impair the Product or interfere with any other party's use and enjoyment of it. You may not attempt to gain unauthorized access to any account, computer systems or networks associated with the Product or to otherwise interfere with or disrupt any accounts, computer systems or networks connected to the Product. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Product. You may not use access to the Product to obtain information necessary for you to design, develop or update unauthorized software that you use or provide to others to use to access the Product. You may not charge others to use the Product either directly or indirectly without the express written agreement of FINVOIP. Subject to this Agreement, you may use the Product within your commercial organization, but you may not use the Product to advertise or offer to buy or sell any goods or services, or to run a business or commercial entity without the express written agreement of FINVOIP. By way of example, and not as a limitation, you agree that when using the Product, you will not:

- ❖ Use the Product in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative, bulk or unsolicited messages (commercial or otherwise).
- ❖ Defame abuse, harass, stalk, threaten or otherwise violate the legal rights of others.
- ❖ Create a false identity for the purpose of misleading others.
- ❖ Publish, transfer, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- ❖ Transfer, stream, or otherwise make available, files or other material that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws unless you own or control the rights thereto or have received all necessary consents to do the same.
- ❖ Use any material or information, including images or photographs, which are made available through the
- ❖ Service in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- ❖ Transfer, stream or otherwise make available, files or other material that contain viruses, Trojan horses, worms, time bombs, cancel bots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- ❖ Download any file or other material transferred by another user of the Product that you know, or reasonably should know, cannot be legally distributed in such manner.
- ❖ Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of the Product or other user or usage information or any portion thereof.
- ❖ Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is transferred.
- ❖ Remove, overtake, hide or otherwise make the Product inaccessible for other end users.
- ❖ Violate any code of conduct or other guidelines which may be applicable to the Product.

- ❖ Use any portion of the Product to harvest or otherwise collect information about others, including email addresses.
- ❖ Affect the functionality or performance of the Product or services provided by Product.

FINVOIP reserves the right at all times to monitor communications on the Product and disclose any information FINVOIP deems necessary to (a) ensure your compliance with this Agreement; (b) satisfy any applicable law, regulation or legal process; or (c) protect the rights, property, and interests of FINVOIP, its employees or the public. FINVOIP also reserves the right to edit, refuse to transfer or to remove any information or materials, in whole or in part, in FINVOIP's sole discretion.

### **Intellectual Property Rights**

3.1 FINVOIP, and/or FINVOIP's licensors, retains sole and exclusive ownership of all rights, title and interests in any of the Product and all intellectual property rights relating thereto, including without limitation issued patents and pending patent applications with respect to any of the Product and the technology related thereto. Without derogating from the license granted above, title and related rights in the content stored/ transmitted/ posted/ submitted and/or managed through the Product are the property of the applicable content owner and may be protected by applicable law. This section shall survive termination and expiration of these Terms of Use and shall remain in full force and effect thereafter. Nothing in this Agreement intends to transfer any such Intellectual Property Rights to, or to vest any such Intellectual Property Rights in you. You are only entitled to the limited use of the Intellectual Property Rights granted to you in this Agreement. You will not take any action to jeopardize, limit or interfere with the Intellectual Property Rights. You acknowledge and agree that any unauthorized use of the Intellectual Property Rights is a violation of this Agreement as well as a violation of intellectual property laws, including without limitation copyright laws and trademark laws. You agree that you will not remove, obscure, make illegible or alter any notices or indications of the Intellectual Property Rights and/or FINVOIP's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to such materials.

### **Confidentiality**

4.1 By entering into this Agreement you hereby accept and incorporate by reference all terms and a condition of the Privacy Policy at the following [link](#), as may be amended from time to time.

4.2 FINVOIP warrants the careful use of your personal data. Not at all FINVOIP will hand over this data to 3rd parties (companies, organisations or private persons) not connected to the service of the Product. This is valid as well for advertising or equivalent

### **Term and Termination**

5.1 This Agreement will be effective as of the date on which this Agreement is entered into by clicking on the ACCEPT button as stated above and will remain effective until terminated by either FINVOIP or you as set forth below. FINVOIP may terminate this Agreement with immediate effect at any time, with or without cause, by providing notice to you and/or by preventing your access to the Product. You may terminate this Agreement with immediate effect at any time, with or without cause provided that you will cease any and all use of the Product and you will remove the Product from any of your systems and destroy all copies of the Product in your possession or under your control.

### **End User Representations and Warranties**

6.1 You hereby represent and warrant that you are authorized to enter into this Agreement and comply with its terms. Furthermore, you represent and warrant that you will at any and all times meet with your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Product. 6.2 If you are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this agreement according to age and you are under such a jurisdiction and under such age limit, you may not enter into this Agreement and download, install or use the Product. Furthermore, if you are residing in a jurisdiction where it is forbidden by law to offer or use software for internet telephony, you may not enter into this Agreement and you may not download, install or use the Product. By entering into this Agreement you explicitly state that you have verified in your own jurisdiction if your use of the Product is allowed.

### **Indemnification**

7.1 You hereby agree to indemnify and hold FINVOIP and the Officers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Product, the violation of these Agreement by you, or the infringement by you, or other user of the Product using your computer or identity, of any intellectual property or other right of any person or entity.

### **Disclaimer of Warranties; Limitation of Liability**

8.1 FINVOIP provides the Product for free “as is”, “with all faults” and “as available”, and the entire risk as to satisfactory quality, performance, accuracy, and effort is with you. FINVOIP, its affiliates, its resellers, distributors, service providers and/or suppliers (collectively, the “FINVOIP Parties”) make no warranties. The FINVOIP Parties disclaim any and all warranties, express, statutory and implied, including without limitation (1) warranties of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title, quiet enjoyment, no encumbrances, no liens and non-infringement, (2) warranties arising through course of dealing or usage of trade, and (3) warranties that access to or use of the service will be uninterrupted or error-free. There are no warranties that extend beyond the face of this agreement. FINVOIP may change the service or the features in any way, and at any time and for any reason.

8.2 In no event shall any of the FINVOIP Parties be liable for any direct, indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from this agreement or the termination of this Agreement or your use of the Product, including, without limitation, damages for loss of use, data or profits, with the delay or inability to use the Product, the provision of or failure to provide support services, or for any information, software, products, or services obtained through the Product, or otherwise arising out of the use of the Product, whether based on contract, tort, negligence, strict liability or otherwise, even if FINVOIP or any of its suppliers has been advised of the possibility of damages

8.3 You expressly agree and understand that the Product is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any other kind of emergency service and you recognize and agree that FINVOIP is not required to offer emergency services pursuant to any applicable local and or national rules, regulation or law. You further recognize that FINVOIP is not a replacement for your primary telephone service. By agreeing to this Agreement you understand that additional arrangements must be made to access emergency services and you acknowledge and accept your responsibility to purchase, separately from Product, traditional wireless or wireline telephone service that offers access to Emergency Services. FINVOIP or the Officers are in no way liable for such emergency calls. Neither FINVOIP nor the Officers may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to the use of Product to contact emergency services personnel.

8.4 The Product may allow you to interact with third-party web sites and web services (“Link(s)”). The Links are not under the control of FINVOIP and FINVOIP is not responsible for the contents of any Links, including without limitation any link contained in a Link, or any changes or updates to a Link.

8.5 FINVOIP cannot guarantee that you will always be able to communicate with other Product users, nor can FINVOIP guarantee that you can communicate without disruptions, delays or other communication-related flaws. FINVOIP will not be liable for any such disruptions, delays or other omissions in any communication experienced when using Product.

8.6 While the Product enables you to store/ transmit/ post/ submit and/or manage and allow access to third parties' content from a computer with an internet connection, FINVOIP does not control such third parties' data (e.g.content, files and information) that may be transmitted/ stored/ posted/ submitted and/or managed through the use of any of the Product. All such data is entirely the responsibility of the person from whom such data originated. FINVOIP does not endorse the content of any such third parties' information or data or the data stored, accessed through the use of the Product, and does not warrant or guarantee that such information or data is free of errors or viruses. FINVOIP shall not be responsible for the accuracy, completeness, legality, legitimacy or any other aspect of the data stored/ posted/ transmitted/ submitted through the use of any of the Product, nor to the right to store/ post/ transmit and/or submit such data through the use of the Product. The use of any third parties' content, information or data is at your sole responsibility and FINVOIP explicitly disclaims any responsibility to the use or misuse of any such content.

8.7 You hereby acknowledge and agree that FINVOIP and the Officers will have no liability in connection with or arising from your use of the Product, as set forth below. In no event shall FINVOIP or the Officers be liable, whether in contract, warranty, tort (including negligence), product liability or any other form of liability, for any indirect, incidental, special or consequential damages (including without limitation any loss of data, interruption, computer failure or pecuniary loss) arising out of the use or inability to use the Product, even if FINVOIP or the Officers have been advised of the possibility of such damages. Your only right or remedy with respect to any problems or dissatisfaction with the Product is to deinstall and cease use of such Product.

8.8 FINVOIP, in its sole discretion, reserves the right to add additional features or functions, or to provide programming fixes, updates and upgrades, to the Product. You acknowledge and agree that FINVOIP has no obligation to make available to you any subsequent versions of the Product. You also agree that you may have to enter into a renewed version of this Agreement, in the event you want to download, install or use a new version of the Product. Furthermore, you acknowledge and agree that FINVOIP, in its sole discretion, may modify or discontinue or

suspend your ability to use any version of the Product, or terminate any license hereunder, at any time, with immediate effect and without recourse to the courts. FINVOIP also may suspend or terminate any license hereunder and disable any Product you may already have accessed or installed without prior notice at any time with immediate effect and without recourse to the courts. FINVOIP will not accept any liability in relation to the direct or indirect damages caused by the release and/or the absence of release of new versions of the Product and by the suspension or termination of this Agreement by FINVOIP and/or by you. 8.9 Always use caution when giving out any personally identifiable information about yourself or your children in the Product. FINVOIP specifically disclaims any liability with regard to the Product and any actions resulting from your participation in the Product. You are responsible for all activities that occur in your Product account. You agree to notify FINVOIP immediately of any unauthorized use of your account or breach in security known to you related to the Product.

## **Miscellaneous**

9.1 FINVOIP reserves the right to modify this Agreement at any time by publishing the revised Agreement on the Website. Your continued use of the Product shall constitute your acceptance to be bound by the terms and conditions of the revised Agreement. The most recent version of this Agreement can be found on [www.finvoip.fi](http://www.finvoip.fi)

9.2 You hereby agree and acknowledge that this Agreement covers all your use of Product, whether it is from this installation or from any other terminals where Product has been installed, by you or by third parties. Furthermore, by installing and (continuously) using the Product you agree to be bound by the terms of this Agreement and any new versions hereof.

9.3 FINVOIP may, but is not required to, provide you with customer support ("Support"). Unless you have entered into a separate written support agreement with FINVOIP with respect to the Product, FINVOIP may terminate any Support it provides at any time in its sole discretion. Authorized third-party software that uses the Product is not supported by FINVOIP and you should contact the provider of such software for support, if any. 9.4 Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between you and FINVOIP with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

9.5 Should any term or provision hereof be deemed invalid, void or enforceable either in its entirety or in a particular application, the remainder of this Agreement shall nonetheless remain in full force and effect. 9.6 No waiver. The failure of FINVOIP at any time or times to require performance of any provisions hereof shall in no manner affect its right at a later time to enforce the same unless the same is explicitly waived in writing and signed by FINVOIP.

9.7 You are not allowed to assign this Agreement or any rights hereunder. FINVOIP is allowed to at its sole discretion assign this Agreement or any rights hereunder to any without giving prior notice. 9.8 This Agreement shall be governed by and construed in accordance with the laws of Luxemburg without giving effect to the conflict of laws or your actual state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the exclusive jurisdiction of the courts of the district of Luxemburg.

9.9 The original English version of this Agreement may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other language version of this Agreement, the English language version shall prevail.

9.10 You consent to FINVOIP providing you any information regarding the Product in electronic form. FINVOIP may provide such information to you via email at the email address you specified when you registered for the use of the Product, or by access to the Web Site. As long as you access and use the Product, you will have the necessary software and hardware to receive such notices. You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law. If you do not consent to receive any notices electronically, you must discontinue your use of the Service.

## **PAYMENT, RATES AND ACCOUNTS**

### **Payment**

In order to use FINVOIP paid services, you must purchase credits for your FINVOIP Account. FINVOIP shall debit your Account based on its current rates. FINVOIP will maintain these rates on its Web Site. Payments are either made manually by you or through the automatic recharge function activated by you. The automatic recharge function means that when your Account balance is below a threshold level, your Account will be automatically recharged with a pre-selected amount.

### **VAT**

Unless stated otherwise, all rates and charges shall be stated in Euros and shall be presented both exclusive of and inclusive of (21%) value added taxes (VAT) or any other applicable taxes.

### **Rates**

The rates for the FINVOIP Services are published on its Web Site. FINVOIP reserves the right to change the rates at any time without notice. If you do not wish to accept such adjustment of rates, you are entitled to terminate the Account with effect from the date on which the adjustment of rates becomes effective. You agree that by continuing to use the FINVOIP Services, following the adjustments of the rates, you accept such adjustments.

### **Roaming charges**

You will also pay any additional charges you incur if you connect to the FINVOIP Services through a phone number provided by FINVOIP while you are in a country that is not the country associated with your fixed net or mobile phone Provider ("Roaming Charges"). Roaming Charges are charged in addition to any charges you may incur when connecting to the FINVOIP Services from another country. Your carrier is charging you these roaming charges not FINVOIP.

### **Promotions**

Any promotional bonuses awarded are non-refundable. Promotional bonuses will expire up to 4 months from issue date, unless otherwise specified.

### **Account and receipt**

FINVOIP may provide account history under My Account on its Web Site that includes information about your Account activity, payments and calling history during a limited period, which may change from time to time. FINVOIP may also provide an e-mail receipt upon pre-payment for the FINVOIP Services. The Account History is the only statement of your Account that FINVOIP will provide to you. IT IS YOUR RESPONSIBILITY TO PRINT OR SAVE A COPY OF YOUR CALL RECORDS AND YOUR RECEIPT AND TO RETAIN COPIES FOR YOUR RECORDS. FINVOIP will use commercially reasonable efforts to correct any technical failures relating to the Account History within a reasonable time. However, your inability to view the Account History does not extend, or relieve you of, your obligation to pay any amounts owing to FINVOIP.

### **Accounting errors**

In the event you believe that FINVOIP has charged you in error, you must contact FINVOIP customer services via our online web form within 30 days of such a charge. No refunds will be given for any charges which are more than 30 days old.

### **Expiration of credits**

A credit balance in your FINVOIP Account expires 4 months after the last chargeable use of FINVOIP Services. Credit balances that are not used within the said 4 months day period will be lost. You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by FINVOIP to show your reading, understanding and approval of any foregoing texts and/or to download and install the Product, you are entering into a legally binding contract.