

## **VOIPSCAN**

### **TERMS OF SERVICE**

VOIPSCAN LIMITED, a legal entity organised and existing under the laws of Cyprus Republic, with the address: Patron, 10, 6051, Larnaca, Cyprus, Certificate of Incorporation dated 6 of April 2016 number HE 354242 (hereinafter called as the "VOIPSCAN").

VOIPSCAN makes available for your use on its websites ("Website" or "Site") information, documents, software and products (collectively "Materials") and various services offered by VOIPSCAN (collectively "Services") subject to the terms and conditions set forth in this document ("Terms of Service"). By accessing or using this Site, which includes your access to or use of any Materials or Services, you agree to be bound by these Terms of Service. If you do not wish to be bound by these Terms of Service, you may not access or use the Site, Materials, or any of the Services. By using the Materials or Service, you are agreeing to be bound by these Terms of Service.

VOIPSCAN may modify the Materials, Services and Terms of Service at any time without notice and such modifications shall be deemed effective immediately upon making such changes. Additionally, when using particular Services or Materials, you shall be subject to all posted agreements, guidelines or rules applicable to such Services or Materials that may contain terms and conditions in addition to those in the Terms of Service. All such guidelines or rules are hereby incorporated by reference into the Terms of Service.

### **THE SERVICES**

#### **ACCOUNT REGISTRATION**

The Customer agree to provide true, accurate, current and complete information in all fields indicated as mandatory when registering for the VOIPSCAN Services, as well as any additional information provided or any amendments made by you. As part of signing up on the Site you will choose a password required for access to and use of the VOIPSCAN Services. You are responsible for all actions that take place as a result of access to or use of the VOIPSCAN Services via your password and/or via your phone ("Device") independently of whether the access was made by yourself or by a third party using your password and/or Device.

#### **ACCOUNT NUMBER, PASSWORD AND PERSONAL IDENTIFICATION NUMBER (PIN)**

You are responsible for maintaining the confidentiality of your account number and password. You are

responsible for all uses of your account, whether or not actually or expressly authorized by you.

#### **DISCLOSURE OF INFORMATION**

VOIPSCAN reserves the right at all times to disclose any information as VOIPSCAN deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in VOIPSCAN's sole discretion.

#### **UNAUTHORIZED USE/STOLEN DEVICE**

If your Device is stolen or if you become aware of unauthorized use of the VOIPSCAN Services you must notify us immediately to suspend the VOIPSCAN Services. You are responsible for all charges to your account with VOIPSCAN ("Account") until the VOIPSCAN Services are suspended. We have the right to change your password and user name at any time in our sole discretion and without notice.

#### **NO EMERGENCY CALLS**

The VOIPSCAN Services do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies; medical care unit or any type of emergency services of any kind and VOIPSCAN is not liable in any manner for such calls. In the event that, with your permission, another user uses your Account, you are responsible to inform that user that it is not possible to support or carry emergency calls with the VOIPSCAN Services.

#### **NO UNLAWFULL OR PROHIBITED USE**

You expressly acknowledge and agree to use any VOIPSCAN Service solely for lawful purposes. In this respect you may not, without limitation (a) intercept or monitor, damage or modify any communication which is not intended for you, (b) send any unsolicited commercial communication, (c) use any VOIPSCAN Service in any fraudulent way, (d) submit or post to the Site or expose any third party to material which infringe any third party's intellectual property rights or violate the rights of any third party, is offensive, defamatory, racist, pornographic, illegal, harmful to minors, indecent or otherwise, in VOIPSCAN's sole discretion, is objectionable. Furthermore, you may not submit or publish any material that solicit funds or services, contain advertising or include programs that contain viruses or any other programs designed to impair the functionality of any computer and you may not use any VOIPSCAN Service in any manner that could damage, disable, overburden, or impair any VOIPSCAN server, or the network(s) connected to any VOIPSCAN server, or interfere with any other

party's use and enjoyment of the VOIPSCAN Services.

#### **NO WARRANTIES**

VOIPSCAN does not make any express warranty regarding the VOIPSCAN Services and disclaim any implied warranty, including any warranty of merchantability, satisfactory quality, or fitness for a particular purpose; however VOIPSCAN shall endeavor to provide the VOIPSCAN Services with minimum disruptions. VOIPSCAN cannot guarantee that the VOIPSCAN Services will always function without disruptions, delay or other imperfections and VOIPSCAN may choose not to provide service to countries or calling areas at its sole discretion. Since the VOIPSCAN Services will be transmitted through public Internet lines and the public switched telephone network, you acknowledge that there may be power outages or Internet service disruption and you may experience some disruptions in the VOIPSCAN Services. Additionally, you also understand that calls, SMS, etc. to or from the public switched telephone network are not encrypted and as such, could be potentially subject to eavesdropping by law enforcement officials or other third parties over the public Internet. VOIPSCAN will not be liable for any disruption, delays, eavesdropping or other omissions in the VOIPSCAN Services.

#### **CUSTOMER SERVICE AND SUPPORT**

To keep VOIPSCAN operating cost low and pass the savings to our customers we offer support via emails only. We will make our best effort to answer emails immediately but in some cases response may take up to 24 hours.

#### **PAYMENTS AND RATES**

The first 90 days of using the services of VOIPSCAN are free, then the user remains free for accounts on which no more than 3 users are registered. If the number of users is greater, the monthly fee is 1.5 EUR for each subsequent user.

#### **BILLING DISPUTES AND ACCOUNTING ERRORS**

The Customer must notify us in writing of any disputed charges within thirty (30) days of the charges or you will have waived your right to dispute the charges.

#### **REFUND POLICY**

The Customer may request for a refund his funds or assets by contacting VOIPSCAN's customer services via [info@voipscan.eu](mailto:info@voipscan.eu). Refund requests carried out through other means shall not be eligible

for the refund. No refunds will be given for services paid or credit acquired through referral bonus, deposit bonus, promotional gift euro awards, or any other award bonuses. VOIPSCAN shall be obliged to refund to a customer his funds. Any abuse by you of the terms relating to refunds hereunder shall lead to the termination of this Terms of Service.

**DISPUTES CHARGES AND COMPLAINTS:** If the Customer, in good faith, disputes the amount of any charge included in balance in the personal account, such Customer must notify VOIPSCAN in writing of the disputed charge within thirty (30) days of the date of such misunderstandings and provide documentation reasonably required to resolve the dispute. Failure to contest a charge within thirty (30) days of the date of the such misunderstandings will create an irrefutable presumption of the correctness of the charge and the Customer shall have waived its right to dispute that charge. In addition, for prepaying Customers, if payment is made via credit card, any credits or refund made to Customer's account must have VOIPSCAN'S written authorization.

#### **SUSPENSION AND INTERRUPTION**

VOIPSCAN is entitled, without any liability, to refuse, restrict, limit, suspend and/or interfere or interrupt the VOIPSCAN Services or any part thereof, without any notice to you for the repair, improvement, and/or upgrade of the VOIPSCAN Services or for any of the reasons for termination set forth below in these Terms of Service. In addition, at any time VOIPSCAN may prevent use of the VOIPSCAN Services for any reason, including but not limited to, fraudulent calling patterns, excessive usage, billing irregularities and unlawful use.

#### **CANCELATION**

You may discontinue using the Services at any time by notifying us by e-mail ([info@voipscan.eu](mailto:info@voipscan.eu)). We will terminate your Account as soon as practicable; in all cases, you will remain responsible for payment of all charges for Services rendered up through such termination.

#### **EXPIRATION POLICY**

Account expires and will be closed after six (6) months of inactivity (measured from the date of last use). If you desire to keep your Account active, you may request an extension of the expiration period by notifying us by e-mail ([info@voipscan.eu](mailto:info@voipscan.eu)). Upon receipt of your request, we may, at our sole discretion, provide you with an extension of the expiration date of your Account. All extensions will be confirmed by us via e-mail.

## **TRADEMARKS**

All corporate names, service marks, logos, trade names, trademarks, websites and domain names of VOIPSCAN (collectively "Marks") are and shall remain the exclusive property of VOIPSCAN and nothing in this agreement shall grant you the license to use such Marks.

## **COPYRIGHT**

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## **YOUR CONDUCT**

You agree to use the Materials and Services for lawful purposes only. You are prohibited from posting on, or transmitting through, the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, discriminatory, or other objectionable material of any kind, including, without limitation, material that encourages unlawful conduct. If VOIPSCAN believes, in its sole discretion, that you have engaged in any of the foregoing conduct, VOIPSCAN may, (i) remove such content from the Site; (ii) terminate or suspend your account or use of the Services and Materials; and/or (iii) forward the offensive materials, your communications with VOIPSCAN, and your personally identifiable information to the proper authorities for investigation or prosecution.

## **LIMITATION OF LIABILITY**

IN NO EVENT WILL VOIPSCAN BE LIABLE FOR (I) ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS, DATA OR INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR MATERIALS, OR ANY TRANSACTIONS PROVIDED ON THE SERVICE OR DOWNLOADED OR HYPERLINKED FROM THE SITE, EVEN IF VOIPSCAN OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE AND/OR MATERIALS OR INFORMATION DOWNLOADED THROUGH, OR HYPERLINKED FROM, THE SITE.

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#### INDEMNITY

You agree to indemnify, defend and hold VOIPSCAN, its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third party information providers to the Site, Services or Materials from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your improper use of any Services or Materials, or any violation of this Agreement by you. The provisions of this paragraph are for the benefit of VOIPSCAN and its officers, directors, employees, agents, shareholders, licensors, suppliers, business partners and any third party information providers to the Site, Services or Materials. Each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

NO AGENCY. No one Customer is authorized to act as an agent for, nor legal representative of, the VOIPSCAN. No one Customer has the authority to assume nor create any obligation on behalf of or binding on the VOIPSCAN.

#### TERMINATION

You agree that VOIPSCAN, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Services or Materials, for any reason, or no reason at all. VOIPSCAN may also in its sole discretion and at any time discontinue providing the Materials, Services, or any parts thereof, with or without notice. You agree that any termination of your access to the Services or Materials may be effected without prior notice, and acknowledge and agree that VOIPSCAN may immediately

deactivate or delete your account and/or bar any further access to the Services or Materials. Further, you agree that VOIPSCAN shall not be liable to you or any third-party for any termination of your access to the Services or Materials.

#### **GOVERNING LAW JURISDICTION**

These Terms of Service shall be governed and construed in accordance with the laws of European Union. You agree that in any legal action or proceeding between you and VOIPSCAN for any purpose concerning this Agreement, you agree to submit to exclusive jurisdiction and courts of the claimant locations at the and you expressly waive all defenses to jurisdiction. Any cause of action or claim you may have with respect to the Site, Services or Materials must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred. VOIPSCAN's failure to insist upon or enforce strict performance of any provision of these Terms of Service shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Service. VOIPSCAN may assign its rights and duties under these Terms of Service to any party at any time without notice to you.

#### **PERSONAL INFORMATION, CONFIDENTIALITY AND PRIVACY**

Each party agrees to maintain in strict confidence the terms and conditions of this Service including all the personal data of the VOIPSCAN's Customers or any plans, designs, drawings, trade secrets, business and other proprietary information of the other party which is disclosed pursuant to this Service. Neither party shall disclose to any third party such confidential information without the express written consent of the other. No obligation of confidentiality shall apply to disclosed information which the recipient (i) already possessed without obligation of confidentiality, or (ii) develops independently, or (iii) rightfully receives without obligation of confidentiality from a third party, or (iv) must disclose due to reasons prescribed by law or due to court or official orders. The recipient shall immediately notify the other party of any disclosures made pursuant to this section.

Each party acknowledges that a breach or threatened breach of this section may cause irreparable harm,

which cannot be adequately compensated by monetary damages. Accordingly, in the event of any such breach or threatened breach, the Party that threatened to make or made the unauthorized disclosure consents to equitable relief, including temporary restraining orders or preliminary or permanent



injunctions, in addition to any other remedies that the Party to which the Proprietary Information belongs is entitled.