

# PROLOPE END USER LICENSE AGREEMENT

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**NO ACCESS TO EMERGENCY SERVICES:** Prolope is not a replacement for your ordinary mobile or fixed line telephone and does not allow you to make emergency calls to emergency services. You must make alternative communication arrangements to ensure that you can make emergency calls if needed.

**CHECK RESTRICTIONS ON USE:** In some countries there are restrictions on the use of the Application. It is your responsibility to ensure that you are legally allowed to use Prolope where you are located.

## 1. **Scope of license**

This License is a limited, non-exclusive, non-transferable, non-sublicensable license to use the Application on any mobile device or personal computer that you own or control. You may not distribute or make the Application available over a network where it could be used by multiple mobile devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (unless the foregoing restriction is prohibited by applicable law, or permitted by the licensing terms governing the use of any open sourced components of the Application, if any). In addition, any commercial copying or distribution, publication or exploitation of the Site, or any content, software, code, data or materials on or from the Site, are strictly prohibited unless you have received express prior written permission from us or the applicable rights holder. Any attempt to do so is a violation of our rights. If you breach these restrictions, you may be subject to prosecution and damages. The terms of the License will govern any upgrades provided by us that replace and/or supplement our Service, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

## 2. **Consent to use of data**

How Prolope receives, collects and uses information about you from your use of the Service in general, including Personal Information.

By using the Application, you understand and agree that we may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Application. We may use this information to improve our Service.

## 3. **Changes to this license**

Prolope may make changes to the terms of this License from time to time. Prolope will publish the changes at <https://www.prolope.net>. The changes will be effective when published. Please review this License on a regular basis. You understand and agree that your acceptance of the terms of this License or your use of the Service after the date of publication of varied terms shall constitute your agreement to the updated terms. If you do not agree with the amended terms, you may terminate your relationship with Prolope in accordance with paragraph 4 below.

## 4. **TERMINATION**

1. The License is effective until terminated by you or us. You may terminate your relationship with Prolope at any time. If you are using our free Service, you may simply cease to use the Service or delete our Application. If you registered for our service (described below), you can request that Prolope delete your User Account (as defined below). Prolope has the right to terminate your rights under this License without notice if you fail to comply with any terms of this License. Upon termination of the License, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application.
2. In addition, Prolope has the right to terminate its relationship with you, or may terminate or suspend your use of the Service at any time:
  1. if you are in breach of the terms of this License;
  2. if Prolope reasonably suspects that you are using the Service to break the law or infringe third party rights;
  3. if Prolope reasonably suspects that you are trying to unfairly exploit or misuse any of our policies;
  4. if Prolope reasonably suspects that you are using any of our products fraudulently or that your "User Account" is being used by a third party fraudulently;
  5. if you have purchased "Prolope Credit" (as defined below) from an unauthorized reseller;
  6. immediately, if required due to a change in laws/regulation by a regulator or authority with a lawful mandate in any particular territory, or by any of Prolope's partners;

3. Prolope shall effect such termination by preventing your access to the Service, where applicable. We reserve the right to cancel User Accounts that have been inactive for more than one (1) year.

## 5. **The service**

1. Once you have register to our website and become a Prolope user, you can call any other Prolope user for free. In addition, Prolope offers you the opportunity to become a premium user, which allows you to call non-Prolope users around the world at the rates set forth in paragraph 10 below. In addition, you are allowing certain incoming calls generated outside the Prolope network, by your friends or other people calling your number, to be received by your mobile device or desktop through the Application is provided to you for free and you may disable the service at any time by changing the application settings.
2. The Service also allows users to submit status text, photos, videos and other communications (collectively, the "User Submissions"). These User Submissions may be hosted, shared, and/or published as part of the Service, and may be visible to other users of the Service who have your mobile phone number in their mobile phone and which you have not blocked. You acknowledge and agree that any of your User Submissions may be viewed by other users that have your mobile phone number. You retain your ownership rights in your User Submissions. You understand that whether or not such User Submissions are published, Prolope does not guarantee any confidentiality with respect to any User Submissions. You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. User Submissions do not necessarily represent the views or opinions of Prolope, and Prolope makes no guarantees as to the validity, accuracy or legal status of any User Submission. In connection with your User Submissions, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents, and permissions to use and authorize Prolope to use all patent, trademark, trade secret, copyright or other proprietary rights in and to your User Submissions in the manner contemplated by the Service and this License; and (ii) you have the written consent, release, and/or permission of each identifiable individual person referenced in your User Submission to use their name and likeness in your User Submission. Please note, by submitting the User Submissions to Prolope, you hereby grant us a worldwide, non-exclusive, royalty-free, sublicense able and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform your User Submissions in connection with the Service and Prolope's (and its successor's) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant every user of the Service a non-exclusive license to access your User Submissions through the Service. You further agree that you will not violate any of the restrictions listed in Prohibited Uses set forth in paragraph 6.2 below. Prolope does not endorse any User Submissions or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with User Submissions. Prolope does not permit copyright infringing activities and infringement of intellectual property rights via its Service, and we will remove all content and

User Submissions if properly notified that such content or User Submission infringes on another's intellectual property rights.

3. In the course of using the Service, you may encounter content that may be deemed offensive, indecent, or objectionable. Nevertheless, you agree to use our Service at your sole risk and we shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable. You agree not to exploit the Service in any unauthorized way whatsoever, including but not limited to, trespassing or burdening network capacity.
4. We make no representation that our Service is available for use in any particular location. To the extent you choose to access our Service, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. We reserve the right to change, suspend, remove, or disable access to our Service at any time without notice. In no event will we be liable for the removal of or disabling of access to our Service. We may also impose limits on the use of or access to our Service without notice or liability.
5. Prolope may automatically check your version of the Application. Prolope has no obligation to make available any updates. However, Prolope may (a) require you to download and install updates; or (b) automatically download and install updates to your device.
6. Prolope does not consider proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements ("Feedback") to be confidential information. If you send any Feedback to Prolope through the Site, social networks or otherwise, you acknowledge and agree that Prolope shall not be under any obligation of confidentiality with respect to the Feedback and nothing in this License limits or restricts Prolope's right to independently use, develop, evaluate, or market products, whether incorporating the Feedback or otherwise.
7. You may link to the Site from another website owned by you, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement by Prolope where none exists. You may not frame the Site on any other website. Prolope may revoke the permission to link to the Site at any time at its sole discretion.

## **6. Your obligations**

1. If you choose to use the Service to call a number outside of the Prolope community, you must create a User Account by selecting a password and providing your name and billing information so that your payment for the Prolope Service can be processed. You are responsible for all activities that occur under your User Account. You agree to notify Prolope immediately of any unauthorized use of your User Account or any breach of security with respect to your User Account. Prolope will not be liable for any loss that you may incur as a result of someone else using your User Account, either with or without your knowledge. In addition, you may be held liable for any losses incurred by us or another party due to someone else using your User Account. Therefore, we

recommend that you choose a password that is hard to guess and consists of letters, numbers and symbols. Prolope takes no responsibility for your failure to comply with the obligations in this paragraph.

## **2. You may not**

1. intercept or monitor, damage or modify any communication which is not intended for you;
2. use any type of spider, virus, worm, trojan-horse or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Service;
3. send unsolicited communications (also referred to as "SPAM", "SPIM" or "SPIT") or any communication not permitted by applicable law or use the Service for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity;
4. expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way;
5. use the Service to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party;
6. use (including as part of your name and/or profile picture) any material or content that is subject to any third party proprietary rights, unless you have a license or permission from the owner of such rights;
7. collect or harvest any personally identifiable information, including account names, from the Service;
8. impact or attempt to impact the availability of the Service, with a denial of service (DOS) or distributed denial of service (DDoS) attack.

## **7. Disclaimer of warranties.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE, INCLUDING THE SITE AND APPLICATION ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. SHOULD THE SERVICE CAUSE ANY DEFECTS, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

## **8. Limitation of liability.**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. End users and export control.**

You will not use or export the Application or any product or service offered on the Site or through the Service, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

## **10. Charges for prolope service.**

1. Calling non-Prolope phone numbers and premium rate numbers with Prolope Credit:
  1. The charges payable for calling landlines and mobile phones outside of the Prolope community consist of a per-minute rate as set out on <https://www.prolope.net>. All calls will be disconnected and require a re-dial after a 1-hour duration.
  2. Prolope may change the rates for calling phones at any time without notice to you by posting such change at <https://www.prolope.net>. The new rate will apply to your next phone call after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.
  3. The duration of a call shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute. At the end of a call, fractional cent charges will be rounded up or down to the nearest whole cent. For example a total call price of €0.034 will be rounded to €0.04. During the call, charges incurred will be deducted automatically from the Prolope Credit balance in your User Account.
2. The charges for other Prolope features or products will be confirmed to you before you complete a purchase from Prolope. Prolope may change the prices of such products at any time without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable product. The new prices will apply to your next purchase after the new prices have been published.
3. From time to time, Prolope may offer products or features available at no charge for a trial period. However, Prolope reserves the right to charge you for such products (at the normal rate) in the event that Prolope determines (in its reasonable discretion) that you are abusing the terms of the offer, including if you are using any service, proxy or other devices or anonymous IP address that prevents us from locating you.

4. Prolope may collect VAT or other indirect taxes at the appropriate rate for the particular territory (as per applicable tax rules) at the time of purchase of Prolope Credit.
5. Using the Application on mobile applications will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

## **11.Payment - prolope credit**

1. You can purchase calling credits ("Prolope Credit") using any payment method made available to you by Prolope from time to time. The Prolope Credit that you purchase will be applied to your User Account at the time of purchase. We use the services of third parties to process your payments and we require that these third parties take the appropriate organizational and technical measures to protect your personal data and traffic data and to comply with relevant laws. Please review the terms of use and privacy policies of those third parties before providing your banking or payment information. You agree that you are not relying on the future availability of any feature or product offered through the Service in agreeing to or making payments hereunder.
2. If you do not use your Prolope Credit for a period of 365 days, (including Prolope Credit that has been allocated to you by a Prolope administrator) Prolope will place your Prolope account on inactive status. You can reactivate the Prolope account by logging into your Prolope account at <https://www.prolope.net>.
3. Prolope does not guarantee that you will be able to use your Prolope Credit balance to purchase all features and products. Where Prolope Credit cannot be used to pay for a feature or product, Prolope will make another payment method available to you. Prolope reserves the right to remove or amend the available payment methods at its sole discretion.
4. Automatic Recurring Charge.
  1. The recurring charge feature will be automatically enabled when you buy Prolope Credit through the Prolope website, unless you uncheck the appropriate checkbox at the time of purchase. Your Prolope Credit balance will be recharged with the same amount and by the same payment method you initially designated when you registered your User Account every time your Prolope account balance goes below the threshold set by Prolope from time to time.
  2. You can disable the recurring charge feature at any time by accessing your User Account.
5. Any charges mentioned in specific currencies are solely considered as examples, and do not take currency fluctuations or discrepancies into account.

## **12.Refunds.**

1. If you believe that Prolope has charged you in error, you must contact Prolope within 90 days of such charge. No refunds will be given for any charges more than 90 days old.
2. For payments made by credit or debit cards, the amount will be refunded to same card.
3. For payments made by bank transfer, the amount will be refunded to same bank account.
4. Prolope reserves the right to refuse a refund request if it reasonably believes
  1. That you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature.
  2. If you are in breach of the terms of this License.
  3. if Prolope reasonably suspects that you are using any of our products fraudulently or that your User Account is being used by a third party fraudulently. This refund policy does not affect any of your statutory rights to pursue a claim.

### **13. Prolope's ownership rights.**

The Service, including the Site and Application (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. Prolope or its licensors own the title, copyright, and other intellectual property rights in the Site, Application and Service and all copies, modifications and derivative works thereof, and the underlying software (including any user Feedback) ("Prolope Technology"), and your use of our Service does not grant to you, nor do you acquire any ownership rights in the Prolope Technology.

### **14. Notice and take down procedures**

Copyright Agent. We respect the intellectual property rights of others, and require that the people who use the Site, Service and Application do the same. If you believe that any materials accessible on or from the Service infringes your copyrights, you may request the removal of those materials (or access thereto) by contacting our copyright agent.

### **15. Jurisdiction**

The laws of the Republic Bulgaria, excluding its conflicts of law rules, govern this License and your use of the Prolope Service. You expressly agree that the courts in the Republic Bulgaria have exclusive jurisdiction over any claim or dispute with Prolope or relating in any way to your use of the Application or Service. Your use of the Application and Service may also be subject to other local, state, national, or international laws.

### **16. Indemnity**

You will indemnify, defend and hold harmless Prolope from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable



attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any breach by you of this license.

#### **17. Links to third party websites**

The Site may contain links to other third party websites ("Third Party Sites"). These Third Party Sites are provided solely as a convenience to you. Such Third Party Sites are not under Prolope's control, and Prolope is not responsible for and does not endorse the content of such Third Party Sites, including any information or materials contained on such Third Party Sites. You will need to make your own independent judgment regarding your interaction with these Third Party Sites.

#### **18. General**

This License is the entire agreement between you and Prolope relating to the Service and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by this License. If any provision of this License is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This License may not be modified or amended except as described herein by Prolope or otherwise with the written agreement of Prolope.