

CALLABA TERMS AND CONDITIONS

Last Updated: 29.11.2019

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE (COLLECTIVELY, THE "SERVICES") OF FUTURECOMES FAMILY PLC (REGISTRY CODE 14015117) AND ITS AFFILIATES IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS, WHICH INCLUDE YOUR AGREEMENT TO ARBITRATE CLAIMS. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX (OR BY PERFORMING SIMILAR ACTIONS), ACCESSING THE CALLABA WEBSITE OR BY UTILIZING THE CALLABA SERVICES YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL EXHIBITS AND INCORPORATED POLICIES ("TERMS"). THE CALLABA SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT ELIGIBLE TO BE BOUND BY THESE TERMS.

Callaba provides the possibility to use its Services on the following terms and conditions:

1. DEFINITIONS

1.1. "Call" shall mean one session of communication and/or collaborations between Users via the Services.

1.2. "Callaba Account" shall mean User account accessible after the registration process which allows the User to use our Services in full.

1.3. "Callaba IP" shall mean all and any copyright, exclusive rights and other intellectual property rights in all content and other materials contained on the Website or provided in connection with the Services, including, without limitation, the Callaba name, trademark, Callaba logo and all designs, text, graphics, pictures, information, data, software, technologies, know-hows, sound and video files, other files and the selections and arrangements thereof.

1.4. "Callaba" or "We" or "Us" shall mean Futurecomes Family PLC, a company incorporated under the laws of Republic of Estonia with registry code 14015117 and with registration address in Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Randla tn 13-201, 10315, contact e-mail: support@callaba.io.

1.5. "User" or "You" shall mean a natural person using our Services. User shall strictly follow terms and conditions provided in these Terms.

1.6. "Website" shall mean <https://callaba.io/>.

2. PRIVACY

2.1. We in Callaba respect your privacy. Use of the Services is subject to Callaba's Privacy Policy, which can be found via the link <https://callaba.io/privacy-policy.pdf>. The Privacy Policy is incorporated into these Terms by mentioned reference.

3. SERVICES

3.1. Callaba provides services, which allow Users to communicate with each other using voice, video, chatting and screensharing functionality including conference communication. Further features, functionality, and solutions can be described at the Website directly.

3.2. In order to start collaboration, one User ("Moderator") shall start a Call and invite other Users ("Participants"). Invitation to join a Call is available via the special link ("Invitation Link"), which is unique and is created separately for each new Call. Participants may join to a Call via Invitation Link only.

3.3. Services are available via the Internet protocol and can be used on devices, which have access to the Internet.

3.4. From time to time we may add some services on a fee-paying basis. All such features will be additionally described on the Website. It is your sole discretion to use the charged services of our Website or not.

3.5. We strive to protect your privacy and confidentiality, that is why we have implemented special encryption technology in our Services. Despite all the measures we cannot guarantee that these arrangements will stop any Users from intruding security settings on the Website through unforeseen and/or illegal activity. That is why we make no warranty, express, implied or otherwise, that we will prevent such access.

3.6. Our Website and/or Services are not suitable for sharing logins and passwords, cryptographic keys, debit/credit card information, PIN codes, numbers of ID documents and any other type of sensitive information. You shall not share such sensitive information via our Website and/or Services. It is solely your responsibility to secure respective sensitive information and Callaba will not be liable for any transfer of such kind of information via our Website and/or Services.

4. REGISTRATION ON THE WEBSITE

4.1. In order to fully use Callaba Services and functionality you shall register and create special Callaba Account. When you create the Callaba Account you are obliged to:

4.1.1. protect the Callaba Account by creating a strong password that you do not use for any other websites, online or off-line services;

4.1.2. provide accurate e-mail, which belongs to you;

4.1.3. not use any false, inaccurate or misleading information when signing up for the Callaba Account;

4.1.4. maintain the security of your Callaba Account and promptly notify us if you discover any suspicious activity related to your account;

4.1.5. take responsibility for all activities that occur under your Callaba Account.

4.2. By providing Callaba with your email address you consent to our use of the email address for sending you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and newsletters. If you do not want to receive such email messages, you may opt out by clicking "unsubscribe", or similar link in the email message. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

5. BEHAVIOR RULES

5.1. By agreeing to these Terms, you guarantee that, when using the Services, you will follow these rules:

5.1.1. Don't do anything illegal.

5.1.2. Don't engage in any activity that exploits, harms, or threatens to harm children.

5.1.3. Don't publicly display or use the Services to share inappropriate content or material (involving, for example, nudity, bestiality, pornography, offensive language, graphic violence, criminal activity etc.).

5.1.4. Don't engage in activity that is fraudulent, false or misleading (e.g., asking for money under false pretenses, impersonating someone else etc.).

5.1.5. Don't circumvent any restrictions on access to or availability of the Services.

5.1.6. Don't modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services.

5.1.7. Don't engage in activity that is harmful to you, the Services or others (e.g., transmitting viruses, stalking, posting terrorist or violent extremist content, communicating hate speech, advocating violence against others etc.).

5.1.8. Don't infringe the rights of others.

5.1.9. Don't use the Services to communicate any message or material that is harassing, libelous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation.

5.1.10. Don't engage in activity that violates the privacy of others.

5.1.11. Don't help others break these Terms.

5.1.12. Don't engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Callaba's security systems.

5.2. **Enforcement.** If you violate these Terms, we may stop providing Services to you and/or we may close your Callaba Account. Callaba may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate. Under no circumstances will Callaba be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

6. ELIGIBILITY

6.1. You affirm that you are at least 18 years old or of other legal age and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. If you do not know whether you have reached the legal age where you live, or do not understand this

section, please ask your parent or legal guardian for help. Although we cannot absolutely control whether minors gain unauthorized access to the Services, access may be terminated without warning if we believe that you are underage or otherwise ineligible.

7. COPYRIGHTS AND OWNERSHIP RIGHTS

7.1. Callaba and/or its Affiliates and suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all Callaba IPs associated or displayed with the Services. Callaba IP is protected by international copyright laws and other intellectual property rights laws.

7.2. We hereby grant you a limited and nonexclusive license to access and use the Callaba IP for your personal use solely for the purposes of regular use of the Services. You may not sublicense this license.

7.3. Callaba reserves all rights to the Callaba IP and Services. This license does not give you any right to, and you may not:

7.3.1. circumvent or bypass any technological protection measures in or relating to the Services;

7.3.2. disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any Callaba IP or other aspect of the Services which is included in or is accessible through the Services;

7.3.3. publish, copy, rent, lease, sell, export, import or distribute the Callaba IP or the Services, unless Callaba expressly authorizes you to do so;

7.3.4. transfer the Callaba IP, any software licenses, or any rights to access or use the Services;

7.3.5. use the Services in any unauthorized way that could interfere with anyone else's use of them or gain access to any service, data, account, or network.

7.4. **Injunctive Relief.** You acknowledge that any use of the Services contrary to these Terms, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Callaba IP and/or Services, may cause irreparable injury to Callaba and its affiliates and under such circumstances Callaba and its affiliates will be entitled to an order of specific performance or an order of injunctive relief being issued against you restraining you from any further breach of these Terms.

8. NO WARRANTIES

8.1. FUTURECOMES FAMILY PLC, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK AND THAT WE PROVIDE THE SERVICES ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOU BEAR THE ENTIRE RISK OF USING THE SERVICES. FUTURECOMES FAMILY PLC DOESN'T GUARANTEE THE ACCURACY OR TIMELINESS OF THE SERVICES. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL

PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WON'T OCCUR, NOR DO WE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

9. INDEMNIFICATION

9.1. You agree to indemnify, defend and hold harmless Callaba, its Affiliates, officers, directors, employees, consultants, agents and suppliers from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the Services, your violation of these Terms or the infringement or violation by you or any other User of your Callaba Account, of any intellectual property or other right of any person or entity or applicable law.

10. LIMITATION OF LIABILITY

10.1. The Services, material or products offered through the Services may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. We strive to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Callaba is not liable for any disruption or loss you may suffer as a result.

10.2. **No Access to Emergency Services.** There are important differences between traditional telephone services and Callaba. Callaba does not offer access to emergency services. Callaba's software and products are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of services that connect a User to emergency services personnel or public safety answering points ("Emergency Services"). You acknowledge and agree that: (i) Callaba is not a replacement for your primary telephone service and (ii) Callaba is not liable for your inability to connect with Emergency Services via the Website and our Services.

10.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FUTURECOMES FAMILY PLC OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR DAMAGE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL OR OTHER SUPPORT SERVICES, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE) CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF FUTURECOMES FAMILY PLC, ITS AFFILIATES, SUPPLIERS OR RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, FUTURECOMES FAMILY'S PLC, ITS AFFILIATES' AND SUPPLIERS' MAXIMUM CUMULATIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS WILL BE LIMITED TO THE 100\$. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to You.

11. COMMUNICATIONS

11.1. You agree and consent to receive electronically all Communications, that Callaba may be willing to communicate to you in connection with your Callaba Account and/or use of our Services. For the purposes hereof "Communications" shall mean all and any communication, agreement, document, receipt, notice and disclosure, which may be from time to time addressed to User by Callaba. You may withdraw your consent to receive electronic Communications by sending a withdrawal notice to us. If this is a case you waive your right to plead ignorance. If you decline or withdraw consent to receive electronic Communications, Callaba may suspend or terminate your use of the Services.

12. AMENDMENTS

12.1. The User accepts that these Terms may be updated by Callaba from time to time. If the User does not read and accept these Terms in its entirety he or she should not use or continue using the Services.

12.2. We reserve the right to alter, amend or modify these Terms from time to time, in our sole discretion. We will provide you with notice of such changes by sending an e-mail, providing notice on the homepage of the Website and/or by posting the amended Terms via our Website and updating the "Last Updated" date at the top of these Terms. The amended Terms will be deemed effective immediately upon posting on Website.

13. APPLICABLE LAW; ARBITRATION

13.1. You and Callaba agree to arbitrate any dispute arising from these Terms or your use of the Services, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents.

13.2. You and Callaba agree to notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Callaba shall be sent to support@callaba.io.

13.3. If the disputes resulting from these Terms could not be settled by the negotiations, the dispute will be finally solved in the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn (hereinafter "in Arbitration Court") on the basis of the regulation of this Arbitration Court. The dispute will be settled proceeding from the Estonian law. The arbitral tribunal will be conducted in English. The Arbitration Court will be established as three-membered.

13.4. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by these Terms and the laws of Estonia, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

13.5. Whether the dispute is heard in arbitration or in court, you will not commence against Callaba a class action, class arbitration or representative action or proceeding or participate in such.

14. MISCELLANEOUS

14.1. These Terms contain the entire agreement, and supersede all prior and contemporaneous understandings between the parties regarding the Services.

14.2. Our failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver thereof.

14.3. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

14.4. These Terms shall be written and executed in, and all other communications under or in connection with these Terms shall be in English. Any translation into any other language shall not be considered as an official version thereof and shall serve for informational purposes only. In the event of any conflict in interpretation between English text and such translation, English text shall prevail.

14.5. You may not assign or transfer any of your rights or obligations under these Terms without prior written consent from Callaba, including by operation of law or in connection with any change of control. Callaba may assign or transfer any or all of its rights under these Terms, in whole or in part, without obtaining your consent or approval.