

# Terms and Conditions of Use

Date of Last Revision: July 18, 2011

## A. INTRODUCTION

Welcome to VoAPPs! For the protection of our partners, suppliers, you and us, the Terms of Use of our VoAPPs services are very important. Please read these Terms and Conditions carefully before using the service. You may receive a copy of these Terms and Conditions by emailing us at: [info@voapps.com](mailto:info@voapps.com).

BY ACCESSING OR USING ANY SERVICE WE PROVIDE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL THE TERMS AND CONDITIONS INCORPORATED BY REFERENCE. ANY VIOLATION OF THESE TERMS AND CONDITIONS SHALL CAUSE YOU TO IMMEDIATELY SURRENDER ANY AND ALL AUTHORITY TO USE OUR SERVICES. IF YOU DO NOT AGREE OR CANNOT COMPLY WITH THESE TERMS AND CONDITIONS, DO NOT USE ANY OF THE SERVICES WE PROVIDE OR OFFER. ANY VIOLATION OF THESE TERMS AND CONDITIONS SHALL CAUSE YOU TO IMMEDIATELY SURRENDER ANY AND ALL AUTHORITY TO USE OUR SERVICES. These terms and conditions shall apply in full force regardless of whether you expressly agree to them during any signup or registration process provided by VoAPPs, LLC., or any of its subsidiaries or affiliates (the "Company"), regardless of whether or not you are a registered user, if you are using another's registered account or if you are otherwise using any service we provide in any manner. BY PUTTING A CHECK MARK NEXT TO I AGREE AND REGISTERING FOR THE SERVICE OR BY USING THE API, TEMPLATES OR OTHER ACCESS TO THE SERVICES YOU EXPRESSLY AGREE TO THESE TERMS AND CONDITIONS.

The term 'Service' includes the VoAPPs website ('Site'), downloadable components of the Site ('Site Materials') and various software applications ('Software') for use with computers, business processes and/or mobile devices. Unless explicitly stated otherwise, any new Services, capabilities or features provided by the Company that augment, extend or enhance current Services or are by their nature new capabilities shall also constitute "Services" and shall be subject to these Terms and Conditions. These Terms and Conditions apply to your access to, and use of, the Site, the Software and the Service. However, these Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with the Company for any products, services or other offering of the Company.

## 1. REGISTRATION OBLIGATIONS

In consideration of use of the Services, you agree to: (a) provide true, accurate, current and complete information about yourself or your Entity, as prompted by the Service's registration form ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if VoAPPs has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, VoAPPs has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

## 2. MODIFICATION OF TERMS

The Company reserves the right to change or modify any provision of these Terms and Conditions, and any policy or guideline governing your use of the Service, at any time in its sole discretion. Any such changes or modifications will be effective immediately upon posting of revisions on the Site, and you waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site or the Service following the posting of such changes or modifications will confirm your acceptance thereof. Therefore, you are responsible

for frequently reviewing these Terms and Conditions and any applicable policies or guidelines on the Site or Service. If you do not agree to any changes or modifications to these Terms and Conditions or to any applicable policy or guideline on the Site or the Service, your sole recourse is to stop using the Site and the Service.

### **3. DURATION**

These Terms and Conditions will be effective as of the date of your acceptance thereof by clicking on the accept button or similar buttons or links as may be designated by the Site in the registration process, or the date of your first use of any of the products or services, whichever occurs earlier, and will remain effective until terminated by either the Company or by you as set out below.

### **4. TERMINATION**

**You may terminate your use of the Services at any time.** However, your responsibilities under these Terms and Conditions will remain in full effect until discharged in accordance with the provisions of these Terms and Conditions. Without limiting other remedies, the Company may terminate these Terms and Conditions with immediate effect, automatically and without recourse to the courts, and may limit, suspend, or terminate your use of the products and services, prohibit access to the Company's website, remove hosted content, and take technical and legal steps to keep you off the Site if we think that you are in breach of these Terms and Conditions, creating problems, possible legal liabilities, acting inconsistently with the letter or spirit of our policies, infringing someone else's intellectual property rights, engaging in fraudulent, immoral or illegal activities, if You purchased VoAPPs Credit from an unauthorized reseller, or for other similar reasons, with immediate effect and without recourse to the courts. The Company shall effect such termination by preventing your access to your User Account and to the products, services and VoAPPs Services and Software. If you provided a valid email address, the Company may provide notice to you by email.

### **5. VOAPPS CREDITS**

You need to pay to use certain VoAPPs products and services. To use these products and services, you need a sufficient balance of VoAPPs credits, which is credit purchased by you (or an Administrator of your account) from the Company and allocated to your user account ("VoAPPs Credit"). You must deposit sufficient VoAPPs Credit in your user account through PayPal, promotional voucher, or other means which may be made available by the Company.

The Company does not guarantee that you will be able to use your VoAPPs Credit balance to purchase all payable products and services. Certain products and services may have to be paid for separately.

### **6. CHANGE OF CHARGES AND FEES**

The Company may change the charges payable for the purchase of products and services 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 or service. The new charges will apply to your next purchase after the adjustments have been published on the Site. You agree that by continuing to use the products or services following the adjustments of the charges, you accept the new charges. The Company may provide notice of such changes on the VoAPPs Website at [www.VoAPPs.com](http://www.VoAPPs.com). If You do not wish to accept such adjustment of charges, you may ask for a refund of your VoAPPs Credit pursuant to paragraph 10 below.

### **7. FREE PROMOTIONS**

From time to time and for a limited period of time, the Company may offer free products or services. The administrator shall allocate Free VoAPPs Credits to users at his sole discretion. In return for offering this, the Company asks that you use the Product sensibly and don't abuse the free offer. The Company does not allow you

to resell products or services without prior written permission and it reserves the right to terminate your access to your user account immediately. Users are not entitled to a refund of any VoAPPs Credit that has been allocated to them by an administrator.

#### **8. CHARGED IN ERROR**

In the event you believe that the Company has charged you in error, you must contact VoAPPs' customer services at: support@VoAPPs.com within 10 days after such charge. No refunds will be given for any charges which are more than 10 days old.

#### **9. INACTIVE VOAPPS CREDIT**

If you do not use your VoAPPs Credit(s) for a period of 180 days, we will place your VoAPPs Credit on inactive status. You can reactivate your VoAPPs Credits by sending an email to: info@ VoAPPs.com with your Account Name, number and a request to reactivate your inactive credits. Reactivated VoAPPs Credit is not refundable. VoAPPs Credits that are inactive for 30 days will be removed from your user account and cannot be reactivated.

#### **10. REFUND POLICY**

(i) Refund Request: You can request a refund for unused and active VoAPPs Credit balances at any time by emailing a support request to Customer Support at: support@ VoAPPs.com.

**REFUND REQUESTS CARRIED OUT THROUGH OTHER MEANS, INCLUDING BUT NOT LIMITED TO CREDIT CARD CHARGEBACKS, SHALL NOT BE ELIGIBLE FOR A REFUND.**

(ii) No refunds shall be given for any Free VoAPPs Credits or for VoAPPs Credit that is reactivated in accordance with paragraph 9. No refunds shall be given for products or services (including VoAPPs Credit) that are not directly acquired online from VoAPPs (e.g. vouchers, bonus credits or pre-paid cards are not refundable), are paid for in cash using 3rd party payment methods (such as a cash payment wallet) or for VoAPPs Credit that has been allocated to them by an administrator.

(iii) If you purchase products or services (including VoAPPs Credit) via a third party partner of the Company, any refund requests should be submitted to such partner and not to the Company. The partner is responsible for any such refunds and may decide in its sole discretion whether or not to pay a refund.

(iv) Where you have used less than one dollar (USD \$1.00) of your VoAPPs Credit, your allowable VoAPPs Credit will be refunded. Upon approval of a duly submitted refund request, the Company will refund you on a pro rata basis for the allowable, unused period or portion of a product or service.

(v) The Company reserves the right to deny repetitive refund requests (more than once for any given type of payable product or service).

(vi) All refunds shall be paid to the credit card which initially purchased the VoAPPs Credit, either through the original payment method used, or any other reasonable payment method to be determined by the Company in its sole discretion, or your VoAPPs Credit shall be adjusted accordingly.

(vii) The Company reserves the right to terminate these Terms of Service with immediate effect, automatically and without recourse to the courts or other entity, in the event of any abuse by you of these terms relating to refunds.

#### **11. ELECTRONIC COMMUNICATIONS**

When you visit the Site, use the Service or send emails to us, you communicate with us electronically and consent to receive communications from us electronically. We will communicate with you by email to your registered email address, by posting general notices on the Site or Service, or by posting messages that are displayed to you when you log in to the Site or Service. You agree that all agreements, notices, disclosures and other

communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **12. VOAPPS PRIVACY POLICY**

VoAPPs believes strongly in protecting user privacy and providing you notice regarding the collection and use of information and other data supplied by you to VoAPPs. You acknowledge, consent and agree that VoAPPs may access, preserve and disclose any information from your account it considers necessary or appropriate (including without limitation your name and contact information) and any Content you have posted if it is required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary or appropriate to: (a) comply with legal process; (b) enforce these Terms and Conditions; (c) cooperate with law enforcement or other governmental requests, (d) respond to claims that any User Content violates the rights of third parties; (e) respond to your requests for customer service; or (f) protect the rights, property or personal safety of VoAPPs, its users or the public. Please see our Privacy Pledge at [www.voapps.com](http://www.voapps.com) for more information on how we may collect, use or disclose your account information.

## **13. ACCOUNT SECURITY**

You are responsible for maintaining the security of your account, including maintaining the confidentiality of your customer key, user id, password, and other account access information. You agree that you are fully responsible for all activities that occur under the account. You agree to immediately notify VoAPPs of any unauthorized uses of the account or any other breaches of security. VoAPPs cannot and will not be liable for any loss or damage from your failure to comply with these security obligations.

## **14. MINIMUM AGE**

If you are under the age of eighteen, you are prohibited from using or registering for the Company Services. By using or registering for the Service, you warrant to the Company that you are above the age of eighteen.

## **15. CONSENT TO RECORD**

You agree and consent that the Company may record oral or voice communications, utterances, conversations or commands, made by you during the use of the Service. By using the Service, you expressly consent and grant to the Company the right to record and use these recordings. If you do not authorize the Company to make or use these recordings, you may not use the Service.

The Company is under no obligation to monitor any recording for accuracy, completeness, or quality. The User understands that recordings may or may not resemble that which User intends to record and that the Company is under no obligation to ensure that recordings will successfully represent that which User intends to record.

## **16. YOUR USE OF THE SERVICE**

You agree to use the Services only for lawful purposes. AT ALL TIMES, PROGRAMS MUST BE IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS, RULES AND REGULATIONS. Any unauthorized use of the Site or the Service, is expressly prohibited. The Account Owner as specified in the Site's Registration process is solely responsible for all acts or omissions that occur under its account or password, including the content of any transmissions through the Site or the Service. You agree and warrant that the transmission of any data or content through the Services will not violate any federal, state, local or foreign laws, rules or regulations.

## **17. CONTENT AND CONDUCT RULES AND OBLIGATIONS**

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials ("Content"), whether publicly posted or privately transmitted, are the

sole responsibility of the person from which such Content originated. This means that YOU, and not VoAPPs, are entirely responsible for all Content that you upload, post, transmit or otherwise make available via the Services.

**You agree that you will NOT:**

(a) upload, post, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, adult-oriented, or racially, ethnically or otherwise objectionable;

(b) harm minors in any way;

(c) impersonate any person or entity, including, but not limited to, a VoAPPs official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

(d) forge messages or otherwise manipulate message Content in order to disguise the origin of any Content transmitted through the Services

(e) upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(f) upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

(g) upload, post or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(h) interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

(i) intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

(j) "stalk" or otherwise harass another;

(k) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "Crush" sites.

(l) offer for sale or sell any item, good or service that (a) violates any applicable federal, state, or local law or regulation, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licenses and authorizations, or (c) VoAPPs determines, in its sole discretion, is inappropriate for sale through the Services provided by VoAPPs.

(j) Harvest or otherwise collect information about others, including telephone numbers, email addresses, or other personally identifiable information without their consent;

(k) Create a false identity, telephone address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

(l) Attempt to gain unauthorized access to the Site or to the Service, other accounts, computer systems or networks connected to the Site or to the Service, through password mining or any other means;

(m) Interfere with another User's use and enjoyment of the site or the Service or another entity's use and enjoyment of similar services; or

(n) Engage in any other activity that the Company believes could subject it to criminal liability or civil penalty or judgment.

#### **18. DO NOT CALL LIST & REGULATIONS**

The Company is in no way affiliated with the Do Not Call Registry. It is the sole responsibility of the account holder to ensure all phone numbers used for any commercial purpose comply with the Do Not Call Registry regulations. The Company requires that all Telemarketing Voice messages shall be delivered according to all relevant Federal and State regulations. By accepting these Terms and Conditions you agree and certify to the Company that any user of the Site or Service has ensured that all contact information such as phone numbers or email addresses have been authorized to be contacted according to all applicable Federal and State regulations.

#### **19. NO SPAM**

The Company may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited messaging activities that are in violation of applicable Federal or State law of Company policies. Such activities may cause harm to the Company (and our customer base) in numerous ways including, but not limited to, damaging the brand name of VoAPPs or any of our subsidiaries, Services or affiliated brand names, damaging our reputation for delivering messages, products or services, damaging our reputation for privacy, damaging our ability to attract and retain customers, and damaging other consumer, customer and business goals, activities, or relationships.

#### **20. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS**

User agrees to comply with the applicable rules and regulations with specific regard to the Federal Trade Commission, the Federal Communications Commission and Congressional National Do Not Call Registry rules and regulations and individual State Do Not Call Lists rules and regulations along with any other similar laws that may be applicable to User's use of the Service. User agrees not to violate these, or any other applicable Federal or State laws and represents and warrants that User's use of the Service will not cause the Company to violate these or other applicable laws. User understands and agrees that the Company will not be held responsible for damages to the User or any third party incurred due to User's failure to abide by State and/or Federal laws.

#### **21. SERVICE PROVIDERS**

The Service may provide User with opportunities to be transferred or linked to third party providers ("Service Providers") of products, services, advertisements or Content that may be accessible through and operate with the Site or the Service. The Company does not endorse and is not responsible for or liable for any Content, data, advertising, products or services, or performance available or unavailable from, or through, such Service Providers.

You further agree that should you use or rely on such Content, data, advertisement, goods or services on, available or unavailable from, or through any such Service Providers, the Company is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of Service Providers, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Providers exclusively and do not involve the Company. Furthermore, you agree that the Company is not responsible for the accessibility, availability or unavailability of Service Providers or for your interaction and/or dealings with them.

## **22. Hyperlinks; Third Party Sites**

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not in the sole opinion of the Company portray the Company or any of our products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. This limited right may be revoked at any time. You may not use a Company or Service any logo or other proprietary graphic of the Company to link to the Service without the express written permission of the Company. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo or other proprietary information, including the images found at the Site or in the Service, the content of any text or the layout/design of any page or form contained on a page on the Site or in the Service without our prior, express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of the Company or any third party.

The Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site or Service, or Web sites linking to the Site or Service. Such sites are not under our control and the Company is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. We provide these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by the Company of any site or any information contained therein. When you leave the Site or our Service, you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site or Service.

## **23. THIRD PARTY SITES AND CONTENT**

The Company may provide third party content on the Site or Service or may host audio, photo and video galleries, Web pages, Web Sites and other content of third parties ("Third Party Content"). The provision or hosting of any Third Party Content is provided solely as a convenience to its users. The Company does not endorse, approve, control or adopt any Third Party Content and has no responsibility to review, monitor or update such Third Party Content. The Company makes no representation or warranty regarding, and is not responsible or liable for, the quality, accuracy, completeness, nature, ownership, non-infringement or reliability of any Third Party Content, and it is not liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, profanity or violation of rights contained in any Third Party Content. Users use Third Party Content at their own risk.

## **24. ADVERTISEMENTS AND PROMOTIONS**

The Company may run advertisements and promotions from third parties on the Site or through the Service and may otherwise provide information about Third Party Content or third party products or services. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions,

warranties or representations associated with such dealings or promotions, are solely between you and such third party. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such advertisers Third Party Content or third party information or promotions on the Site or the Service.

## **25. ADDITIONAL SOFTWARE USAGE**

With respect to any additional software that may be made available by VoAPPs in connection with the Services, if you elect to download or access such additional software, you understand that you may have to agree to additional terms and conditions before you use such software.

## **26. TELEPHONE & EQUIPMENT CHARGES**

VoAPPs is not responsible for any charges or fees that you may incur from dialing outside of the United States or any other connection charges that you may incur when using the Services.

You are responsible for providing the equipment and services, if any, and configuring your equipment correctly, for your access to the Services. VoAPPs is not responsible for any telephone or Internet connection charges, surcharges, taxes, or for any other amounts incurred in accessing the Services, for which you accept all responsibility.

## **27. NO RESPONSIBILITY FOR CONTENT**

As part of the Services, VoAPPs may offer you access to communications, media and commerce services. VoAPPs does not guarantee the accuracy, integrity, quality or appropriateness of any messages, communications, information, data, text, music, sound, or other materials ("Content"), whether provided publicly or privately through or in conjunction with the Services. YOU ACKNOWLEDGE THE SERVICES SIMPLY ACT AS A PASSIVE CONDUIT FOR THE DISTRIBUTION AND TRANSMISSION OF YOUR CONTENT AND INFORMATION. You acknowledge that VoAPPs has no obligation to screen, preview, or monitor such Content, information or any part of an event, transaction or transmission provided by or in conjunction with the Services. By using the Services, you agree that it is solely YOUR RESPONSIBILITY to evaluate the accuracy, usefulness, completeness, appropriateness and legality of any Content or information that you use or that you send, receive, access, post, or otherwise transmit through or in conjunction with the Services, including Content that may be offensive, indecent or objectionable. Under no circumstances will VoAPPs be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content sent, accessed, posted or otherwise transmitted or used in conjunction with the Services.

## **28. CONTENT SUBMITTED TO VOAPPS**

By submitting Content to VoAPPs, you grant VoAPPs the world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content solely for the purpose of displaying, distributing and promoting such Content through the Services. This license exists only for as long as you continue to be a VoAPPs customer. You acknowledge that VoAPPs does not pre-screen Content, but that VoAPPs and its designees shall have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Services. Without limiting the foregoing, VoAPPs and its designees shall have the right to remove any Content that violates these Terms and Conditions or is otherwise objectionable. YOU AGREE THAT YOU MUST EVALUATE, AND BEAR ALL RISKS, LIABILITIES AND CURRENT, POTENTIAL OR OUTSTANDING JUDGMENTS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT.

## **29. INDEMNITY**

YOU AGREE TO INDEMNIFY AND HOLD VOAPPS AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, CO-

BRANDERS OR OTHER PARTNERS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR CONTENT, YOUR USE OF THE SERVICE, YOUR CONNECTION TO THE SERVICE, YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

### **30. RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, use of the Services, or access to the Services without the express permission by VoAPPs.

### **31. MODIFICATIONS TO SERVICE**

VoAPPs reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice and may establish general practices and limits concerning use of the Services. You agree that VoAPPs shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

### **32. TERMINATION; RESERVATION OF RIGHTS**

You agree that VoAPPs, in its sole discretion, expressly reserves the right to suspend or terminate your use of the Services or use of any other VoAPPs service, and remove and discard any Content within the Services, for any reason, including, without limitation, if VoAPPs, in its sole discretion, believes that you (i) have violated these Terms and Conditions, (ii) are in violation of any other agreement with the Company, or (iii) if you have failed to pay any charges when due. VoAPPs reserves the right to terminate your account if your use of the Services results in, or is the subject of, legal action or threatened legal action, against VoAPPs or any of its affiliates or partners. VoAPPs may also in its sole discretion and at any time discontinue providing You the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that VoAPPs may immediately deactivate or delete all related information and files in your account and/or bar any further access to such files or the Services. Further, you agree that VoAPPs shall not be liable to you or any third-party for any termination of your access to the Services.

### **33. VOAPPS PROPRIETARY RIGHTS**

You acknowledge and agree that the Services and any necessary software used in connection with the Services ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by VoAPPs, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Software, in whole or in part. You agree not to access the Services by any means other than through the interface that is provided by VoAPPs for use in accessing the Services.

### **34. LIMITED LICENSE**

(i) Subject to your acceptance of and compliance with these Terms and Conditions, VoAPPs hereby grants you a limited, non-exclusive, non-transferable, revocable, non-sublicense-able right and license, to access and use the Services. Except as may be expressly authorized under these Terms and Conditions, you may not, and may not attempt to:

- modify, alter, tamper with, repair, or otherwise create derivative works of any Services;
- reverse engineer, disassemble, or decompile the Services or apply any other process or procedure to derive the source code of any Software or Site Material included in the Services;
- collect, use, copy or distribute of any portion of the Services;

- use data mining, robots or similar data gathering or extraction methods on the Services;
- use packet sniffers or other network or IP tracing technologies on the Services;
- use the Services in any manner other than for its intended purposes; or
- allow any third party to, copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the Services for any purpose whatsoever

You may write a software application or Website (an "Application") that interfaces with the Services. You acknowledge that we may change, deprecate or republish Application Programming Interfaces (APIs), templates or other components of the Services or feature of a Services from time to time, and that it is your responsibility to ensure that calls or requests you make to or via our Services are compatible with then-current APIs, templates or other components of the Services. VoAPPs will attempt to inform you of any changes with reasonable notice so you can adjust your Application.

(ii) Under these Terms and Conditions, VoAPPs hereby grants to you a non-transferable, non-sublicense-able, non-exclusive license to display the trade names, trademarks, service marks, logos, domain names of VoAPPs (each, a "Company Mark") for the purpose of promoting or advertising that you use the Services. You may use metatags or other "hidden text" utilizing "VoAPPs" or any other Company Mark for the purpose of promoting or advertising that you use the Services.

In return you hereby grant VoAPPs a non-transferable, non-sublicense-able, non-exclusive license to display your trade names, trademarks, service marks, logos, domain names and the like for the purpose of promoting or advertising that you use the Services. In using Company Marks, you may not: (a) display a Company Mark in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by VoAPPs; (b) use Company Marks to disparage VoAPPs or its products or services; (c) display a Company Mark on a site that violates any law or regulation; or (d) remove, obscure, or alter any notice of any Company Mark, trademark, service mark or other intellectual property or proprietary right appearing on, associated with or contained within the Services.

Notwithstanding the above, VoAPPs may determine in its sole discretion whether its marks may be used in connection with your Application. You understand and acknowledge that we are not certifying nor endorsing, and have no obligation to certify or endorse, any of your Applications or your Content. Furthermore, we may modify any Company Mark provided to you at any time, and upon notice, you will use only the modified Company Marks and not the former Company Marks. Other than as specified in these Terms and Conditions, you may not use any Company Mark without our prior written consent.

(iii) Provided that you comply with these Terms and Conditions, you may use the Services to execute Applications owned or lawfully obtained by you. You are solely responsible for your Applications, including any data, text, images, or content contained therein and for all traffic, fees and charges originating from or generated by your Application.

(iv) The rights granted by VoAPPs in these Terms and Conditions with respect to the Services are NONEXCLUSIVE, and we reserve the right to: (a) act as a developer of products or services related to any of the products or services that you may develop in connection with the Services or via your use of the Services; (b) appoint third parties as developers or systems integrators who may offer products or services which compete with your products or services; and (c) offer the Services to any other company without exclusion.

(v) All rights not expressly granted under these Terms and Conditions are retained by VoAPPs.

### **35. DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

(a) YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VOAPPS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

## PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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VOAPPS DOES NOT WARRANT THAT (i) THE SERVICE WILL MEET YOUR SPECIFIC REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

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(d) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

### **36. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT VOAPPS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VOAPPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

### **37. EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 22 AND 23 MAY NOT APPLY TO YOU.

### **38. NOTICE**

Notices to you may be made via email to your registered email address or by regular mail. The Services may also provide notices of changes to these Terms and Conditions or other matters by displaying notices or links to notices to you generally on the Services.

### **39. CHOICE OF LAW AND FORUM (LOCATION OF LAWSUIT)**

These Terms and Conditions and the relationship between you and VoAPPs shall be governed by the laws of the State of Georgia without regard to its conflict of law provisions. You and VoAPPs agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Fulton, Georgia. The failure of VoAPPs to

exercise or enforce any right or provision of these Terms and Conditions or any other written agreement you may have with the Company shall not constitute a waiver of such right or provision.

#### **40. INTEGRATION AND SEVERABILITY**

Unless You have a separate, super ceding contractual agreement with VoAPPs, these Terms and Conditions constitutes the entire agreement between you and VoAPPs and governs your use of the Services, super ceding any prior agreements between you and VoAPPs (including, but not limited to, any prior versions of these Terms and Conditions). If You have executed a separate, super ceding contractual agreement with VoAPPs, that agreement super cedes these Terms and Conditions and shall be the applicable contract for your use of the Company's products and services. If any provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions remain in full force and effect. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.