

Terms and Conditions

These Terms and Conditions constitute an agreement ("Agreement") between you ("you", "your", "user" or "Customer") and CleverPhone SA ("Clever Phone", "us", "we" or "our") for virtual telecommunication services and any related products or services ("Services").

This Agreement governs and applies to all of Clever Phone's free and paid service plans, as well as Beta plans and features, and any assigned toll-free, premium and/or local number account ("Account") used in connection with the Services.

The services offered by CleverPhone SA include the Clever Phone websites at cleverphone.com domain as well as any other related websites, widgets, or other distribution channels we may, from time to time, operate (collectively, the "Clever Phone website") and any other features, content, services or applications offered, from time to time, by CleverPhone SA (collectively, the 'Service', 'Services').

Any of the following actions constitute your agreement, without limitation or qualification, to be bound by, and to comply with, the terms of this Agreement: (i) your initialization or registration of the Services, either on the telephone or through the Clever Phone website (cleverphone.com) or through any of the Clever Phone subdomains (e.g. support.cleverphone.com) (the Clever Phone website and subdomains are collectively referred to herein as, the "Site"); or (ii) through the use of your Account and PIN (defined below); or (iii) your use of the Site; (iiii) adding funds to your account.

This Agreement includes Clever Phone's policy for acceptable use of the Clever Phone® Services and any content posted on the Clever Phone Website as well as your rights, obligations and restrictions regarding your use of the Clever Phone Services and Clever Phone Privacy Policy.

1. OWNERSHIP

All Materials (defined below), Services, Accounts and content, including but not limited to policy information, text, software, music, sound, photographs, video, graphics, the arrangement of text and images, commercially produced information, and other material contained on the Site or through the Services ("Content"), are provided by Clever Phone unless indicated otherwise. All intellectual property rights in the Materials, Content, Services and Accounts (including copyrights, trademarks, service marks, trade secrets and patents) are the property of Clever Phone. Clever Phone retains all copyrights in the individual pages, and their components, and collective works available at the Site.

The Materials, Content, Services and Accounts are copyrighted and are protected by federal and worldwide copyright laws and treaty provisions. They may not be copied, reproduced, modified, published, uploaded, posted, transmitted, performed, or distributed in any way without Clever Phone's prior written permission.

Trademarks and copyrights including Clever Phone, elements and the Clever Phone logo are the property of Clever Phone. All other names and trademarks are the property of their respective holders.

2. CLEVER PHONE SERVICES

This Agreement applies to all Clever Phone services, software and widgets. Clever Phone refers to Clever Phone's software installed on or distributed to your computer or website that is used to access and use Clever Phone services.

3. SUBSCRIPTION TO BETA SERVICE

Clever Phone may offer certain Services as closed or open beta services ('Beta Service' or 'Beta Services'). Clever Phone shall have the sole authority and discretion to determine the period of time for Beta Service. You are fully responsible for fees associated with using of Beta Services. Clever Phone reserves the right to modify or discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Clever Phone shall not be liable to you or to any third party for any harm related to, arising out of, or caused by use of Beta Service, the modification, suspension or discontinuance of any of the Beta Services for any reason.

4. TERM

The term of this Agreement begins on the date we activate Services for your Account. This Agreement will continue from month to month until terminated by either party pursuant to the terms hereof.

5. REGISTRATION PROCEDURES

Upon signing up for the Service, you agree to provide true, accurate, current and complete contact information, Registered Location, and other data to Clever Phone and at subsequent times as requested by Clever Phone. If you provide information that is, or that Clever Phone suspects to be, false, inaccurate, not current or incomplete, Clever Phone has the right to suspend or terminate the Services and refuse any and all current or future use of all Services, or any portion thereof. At all times, you shall maintain and promptly update registration data as applicable.

When you sign for the service, you will also be asked to choose a password. You are solely responsible for maintaining the confidentiality of your Password, API access security configuration. In addition, you shall at all times be solely responsible for all transactions and activities that occur as a result of your disclosure of such password even if such transactions and/or activities were not authorized by you. You and, if applicable, your company, shall at all times be solely responsible and liable for any transactions or activities that originate from your account. You agree immediately change your password and notify Clever Phone in writing if you have reasons to believe that your account has been compromised or that at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. In no event shall Clever Phone be liable for any unauthorized activities with your Account.

6. ORDER ACCEPTANCE POLICY

Your submission of your order on the Site or receipt of an email confirmation signifies acceptance by Clever Phone of your order and the provision of your Account. Clever Phone may verify orders to prevent fraud. Should Clever Phone suspect the placement of a fraudulent order (even after you have received an email confirmation of acceptance of your order and the provision of your Account), Clever Phone may contact you by email or telephone regarding such suspected fraudulent order and, in sole discretion, interrupt, restrict or terminate your Account without notice to you by Clever Phone.

7. CUSTOMER REPRESENTATION

You represent and warrant that you are at least 18 years old or, as applicable, the age of majority in the country, state or province in which you reside, and are legally entitled to and have all necessary power and authority to enter into this agreement. You represent and warrant that your name, user name, contact information and location are true and accurate. You agree to be financially responsible for your use of the Services (as well as for use of your account by others, including minors living with you). In order to use the Service, you agree, at your sole expense: to 1) provide and be responsible for payment for all equipment and service fees necessary to establish a connection to the Internet and/or to the Publicly Switched Telephone Network ('PSTN'), as may be required to use the Service; 2) supply and pay for all phone service features required for your use of the Service; and 3) pay us for the Service. Clever Phone can terminate the Services and refuse any and all current or future use of all Services, or any portion thereof if we suspect that some information that you provided is inaccurate or incomplete or you are under 18 years old.

8. USE OF SERVICES

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Materials, Content, Services and your Account for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, contains viruses, or that infringes or may infringe the intellectual property or other rights of another.

Clever Phone acts as a passive conduit for you to send and receive communications and information of your choice and Clever Phone has no control over the content of any transmission nor will it be liable for such content. You agree not to use the Services for the transmission of unsolicited messages, spamming emails. You agree that you shall not, at any time, use the Service for any abusive purpose or in any way which interferes with our ability to provide Service to other customers or restricts other customers from using the Service, or damages any Clever Phone or other customer's property.

Clever Phone reserves the right to restrict phone calls to any telephone number in its sole discretion.

You will abide by all applicable local, state, national and international laws and regulations of countries of all phone call participants connected using the Service. You shall not violate any Belgian or foreign export control laws.

You shall not transmit any material that contains trojan horses, viruses, or any other programs that may be harmful or dangerous.

You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.

You shall not attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service by any means. Collect information about other people without their consent.

Create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication.

Misrepresent or otherwise attempt to mislead any person as to your information or otherwise engage in fraudulent or deceptive conduct

Transmit any material that may infringe the intellectual property rights or other rights of third parties, including without limitation, trademarks, trade secrets or copyrights;

Clever Phone may delete any Content that in the sole assessment of Clever Phone violates this Agreement or that may be offensive, illegal or violate the rights, harm, or threaten the safety of any person. Clever Phone assumes no responsibility for monitoring the Clever Phone Services for inappropriate Content or conduct.

In accordance with the Digital Millennium Copyright Act in appropriate situation Clever Phone will terminate your Service if you violate the copyrights of

third-parties. Clever Phone may or may not attempt to contact you, in its sole discretion, prior to such service suspension or termination.

9. USE OF ACCOUNTS

Certain pages on the Site or the access to the Services and/or your Account may be accessed only by use of a Personal Identification Number ("PIN") or password. You are solely responsible for all uses of the Site and/or the Services and/or your Account with your PIN or password. You should change your PIN or password once each month. If your Services or Accounts are fraudulently used, you agree to immediately notify us of such unauthorized use. We have the right to interrupt, restrict or terminate Services to your Account, without notice to you, if we suspect fraudulent or abusive activity. You agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe.

10. SPAMMING AND ILLEGAL ACTIVITIES

You agree to be solely responsible for the contents of your transmissions through the Services. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, contains viruses, or that infringes or may infringe the intellectual property or other rights of another. You agree not to use the Services for the transmission of 'junk mail', 'spam', 'chain letters', or unsolicited calls. Clever Phone reserves the right to terminate your access to the Services if Clever Phone believes in its sole discretion, that you have used the Services for any illegal or unauthorized activity. The transmission of unsolicited phone calls, voicemails, using the Service is illegal under foreign and domestic laws, federal laws, including the Federal Telephone Consumer Protection Act of 1991 and a number of similar local laws. Distribution of unsolicited voicemail, broadcast advertisements through the Service is prohibited. You shall not use the Service to send or transmit any unsolicited communications or advertisements and understand that, if you do, Clever Phone may immediately terminate your right to use the Services without any liability of any kind.

You acknowledge and agree that Clever Phone does not do and assumes no responsibility for verification of call campaign participants against various federal and local Do Not Call lists.

You acknowledge that all phone call recipients are in full compliance with all federal and local Do Not Call Lists and you have their consent of contacting them. At Clever Phone's option and without further notice, Clever Phone may use various technologies, such as filters, that may terminate such unsolicited advertisements without delivering them. You hereby

release and agree to hold harmless Clever Phone from and against any damages or liabilities of any kind related to any voicemail, voice broadcast or solicitations that you may send and/or receive using the Service.

11. TELEPHONE NUMBER OWNERSHIP

You acknowledge and agree that you are NOT the owner of any telephone number assigned to you by Clever Phone. Telephone numbers are not transferable to other carriers. Clever Phone reserves the right to cancel, substitute or change telephone numbers allocated to you in its sole discretion. You acknowledge that Clever Phone shall not be liable for any damages (including consequential or special damages) arising out of phone number allocations. Telephone numbers allocated by the Service do not support reverse directory lookup of your address. Upon termination of your Clever Phone account for any reason, or termination of telephone number subscription, you will no longer have access to telephone numbers allocated to you; consequently these telephone numbers will be reassigned to other customers and once reallocated Clever Phone will not be able to assign the same telephone number to you in the future.

12. CLEVER PHONE'S PROPRIETARY RIGHTS

You acknowledge and agree that the Service and any necessary software used in connection with the Service ('Software') contain proprietary and confidential information that is protected by copyrights, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereinafter developed.

Clever Phone owns exclusive right to the Service, including all intellectual property rights thereto. All rights not expressly granted under this Agreement are retained by Clever Phone. Any new functionality or feature provided by Clever Phone that expand or enhance the Service shall also be subject to this Agreement.

You agree not to, and shall not allow any third party to, reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, rent, lease, loan, create derivative works based on the Services, disclose, transfer, convey, decompile, reverse engineer, reverse assemble or otherwise attempt to discover any source code of the Services and/or any of Clever Phone technology or software or protocols for any purpose whatsoever.

You agree not to allow any third party to access the Services for any purpose whatsoever.

13. SERVICE UPDATES

You acknowledge and agree that Clever Phone, in its sole discretion, may add additional features or functions, or to provide software updates, fixes, and upgrades to the Service. You acknowledge and agree that Clever Phone shall not be liable for any damages in relation to the direct or indirect damages caused by (1) the release and/or the absence of release of updates of the Service, and (2) by the suspension or termination of this Agreement or the Service by Clever Phone and/or by you.

14. USE OF IDENTITIES

The service offers a feature that gives you ability to produce CallerID different from either Clever Phone allocated phone numbers or your carrier assigned. No use of the phone number, CallerID, or other identity of any person or entity is permitted without his/her, or its express permission. If Clever Phone determines or suspects, in its sole and absolute discretion, that you have used or are using an identity without right or permission, we may immediately suspend or terminate your Service without notice.

15. CHARGES

You acknowledge and agree that you are responsible for paying all charges and fees to your Account for Services, including but not limited to, regulatory and government fees, long distance and for all taxes and surcharges imposed on you or us as a result of your use of the Services.

Each service plan has (i) a flat monthly service fee (this service fee, which is posted on the Site, is the basic charge associated with your Service); (ii) optionally a certain number of "free" minutes to be used to destinations as posted on the Site, and (iii) an additional minute rate (if you exceed the number of calling minutes on your Service plan, Clever Phone will bill you for the minutes you use above your allowance) as posted on the Site; (iv) Service suspension fee will be charged upon suspended service reactivation; (v) Upon reactivation of past due or suspended service you will be charged a service amount due since service suspension or termination.

All charges and fees are deducted from your pre-paid account balance. Your account balance may become negative in when your account balance is lower than transaction amount.

All calls to countries with respective area codes posted on the Site are charged according to the outbound rates posted on the Site. **CALLS OUTSIDE OF AREA CODES POSTED ON THE SITE AND UNLESS COUNTRY RATE IS SET WILL BE CHARGED AT €5.00 USD PER MINUTE.**

Some services have a one-time, non-refundable setup or activation charge.

Upon termination of your Account for any reason, all pre-paid services shall expire in their entirety and NO refund or pro-ratio shall be made for any unused services, credits or minutes including but not limiting to Phone Numbers.

All incoming and outbound calls are billed and charged at 1 minute increment.

Clever Phone may charge initiation fees and additional fees for optional features, add-ons, and other added products and Services. Such fees are posted on the Site.

All rates, billing and/or pricing practice are subject to change without notice and we encourage you to verify them on regular basis.

Service plans are charged once at setup time or when topping up your account.

Customers with past due balance on previous or multiple accounts will be charged the full balance due upon opening a new account or updating their credit or debit card on file.

16. ACCOUNT BALANCE AND EFFECTIVE ACCOUNT BALANCE

Service is offered on pre-paid bases. You agree to maintain positive account balance all the time in order to receive the Service(s). Accounts with negative balances may be suspended, terminated or be limited in service; specifically phone numbers assigned by Clever Phone will not accept incoming calls. Effective Account Balance is calculated as current account balance minus the amount reserved for all current call in progress. Reserved amount is calculated based on 2 hours of talk time for each call in progress. Effective Account Balance should be positive in order to place any call using the Service. When Effective Balance is negative the service will be limited including without limitation calls to new participants of a call campaign or a conference call or API requests will be terminated. You hereby release and agree to hold harmless Clever Phone from and against any damages or liabilities of any kind related to such limitation of service when Effective Balance or Account Balance is negative.

17. BILLING AND PAYMENTS

Clever Phone reserves the right to accept only certain Payment Methods. Any applicable setup, activation, initiation charges, usage and other recurring charges and fees are billed and charged in full in advance. Termination and transfer charges are billed and charged as incurred.

You will advise us of any changes to your credit or debit card account, such as account number, billing address, or expiration date changes.

Time is of the essence for payment. Therefore, you agree to pay us interest at the lesser of (a) 18% per annum or (b) the highest amount allowed by law for any amounts unpaid as of the due date. Acceptance of late or partial payments (even if marked "Paid in Full") shall not waive any of our rights to collect the full amount due under this Agreement. Notice of any disputes must be in writing and received by us at our address within thirty (30) days after the invoice date or you will waive any objection.

18. TERMINATION

Clever Phone reserves the right to suspend or discontinue the Service generally, or to terminate your Service, at any time in our sole and absolute discretion.

If we discontinue the Service generally you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges and the balance of pre-paid amounts. If your Service is terminated due to your breach of any provision of this Agreement, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus the termination fee, if applicable, all of which will immediately become due and payable.

If Clever Phone or you terminate your right to use the Service, you shall not be entitled to any refund or pro-ration of any pre-paid amounts.

Upon any termination in accordance with the foregoing, Clever Phone will delete related information and files in your Account, reassign any telephone numbers associated with the account, and/or prevent any further access to such files, information, or the Services.

If you fail to pay any amount owed to us within 5 days after the due date, or if you have in the past failed to pay amounts due us or an affiliate of ours, or if you breach any representation to us or fail to perform any of the promises you have made in this Agreement, or if you are subject to any proceeding under the Bankruptcy Act or similar laws, you will be in default and we may, in our sole discretion and with or without prior notice, restrict or terminate Services and/or terminate this Agreement, in addition to all other remedies available to us.

Upon termination of this Agreement and/or your Services, your right to use the Services immediately ceases. You shall have no right and we will have no obligation thereafter to forward any unread or unsent messages to you or any third party. We may require reactivation charges to renew Services after termination or suspension.

Upon termination, you are responsible for paying all amounts and charges owing under this Agreement.

Accounts will be terminated if we are not able to confirm an order by phone and do not receive any replies from the account holder. A credit or debit card authorization form will be required to reactivate such accounts.

19. CHARGEBACKS

You acknowledge and agree that all credit card transactions (payments) are final once completed. We strongly discourage the use of charge backs. If you believe that your account was charged fraudulently or erroneously you must follow our dispute procedure 1) contact our customer support department via email at support@cleverphone.com with 'chargeback' in the subject line. You must provide the following information a) your name b) your contact information c) last four digits of the credit card number in question d) name on the credit card e) Clever Phone account number f) the date when the credit card transaction occurred and g) the total amount charged to the credit card. You will be contacted by Clever Phone customer support representatives to try to resolve the matter. 2) If you did not reach an agreement with our customer support representative, you must then contact our legal department via email at legal@cleverphone.com to try to resolve the matter. If you take actions to reverse your Account charges with your credit card company for any reason without first following the dispute procedure set forth herein, we reserve the right to pursue you legally through an attorney and or/collection agency and any other means for damages, including, among other things, fraud.

20. AUTO DOWNGRADE

If your account balance does not have enough funds to renew your service plan it will be auto-downgraded to 'PAY AS YOU GO' plan and as result services will be limited accordingly based on then-current list of services and features allowed for 'PAY AS YOU GO' plan. Any limitation of service due to auto-downgrade to 'PAY AS YOU GO' plan will not be prorated. You are solely responsible for restoring the service and manually changing your service plan back to appropriate level. You hereby release and agree to hold harmless Clever Phonecleverphone.com from and against any damages or liabilities of any kind related to auto-downgrade of your service plan.

21. FAIR USE POLICY

The Services is subject to reasonable and fair use policy. Clever Phone reserves the right to suspend or terminate your Service if Clever Phone decides, in its sole discretion, that your use of the Service violates this fair use policy.

22. STORAGE OF MEDIA FILES AND CALL DETAIL RECORDS

Clever Phone is not obligated to store your incoming/outgoing call detail records, media files including pictures, audio files, recordings, voicemails and does so only as a convenience to you. You acknowledge and agree that Clever Phone has no responsibility or liability whatsoever for the deletion, lose or failure to store any voicemail, call detail record, various media files or any other information transmitted by the Services or stored on Clever Phone servers.

23. ACCOUNT CHANGES

You may change Service features or Service plans by notifying us in writing or by telephone. All requests need to provide name, address, account number, and administrative PIN or be submitted from the original email address on file.

24. MODIFICATION TO PRICES OR BILLING TERMS

Clever Phone reserves the right, at any time, to change its prices and billing methods for Materials, Content, Services and Accounts, effective immediately upon posting on the Site or by e-mail delivery to you.

25. MODIFICATION; ASSIGNMENT

We may change or modify this Agreement from time to time, but any such change (a) will be made in good faith, and (b) if significant (as determined in the sole discretion of Clever Phone), will only be made after first providing you with notice of the change. You can review the most current version of this Agreement at any time at our Site (cleverphone.com). If you do not agree to a significant change, you may terminate this Agreement by giving us written notice within 15 days of receipt of our notice of such significant change. No hand-marked changes on this Agreement or any amendment by you will be valid unless we accept the changes in writing. Delivery by facsimile transmission (fax) of a copy of a modification of this Agreement shall be effective as delivery of an original.

26. ASSIGNMENT

We may assign all or part of our rights or duties under this Agreement in connection with a sale of all or substantially all the assets of Clever Phone to a third party without notice to you; provided any such third party shall be obliged to honor the terms of this Agreement. You may not assign this Agreement without our prior written consent.

27. NO WARRANTIES

THE MATERIALS, CONTENT, SERVICES AND ACCOUNTS ARE PROVIDED "AS IS" AND 'AS

AVAILABLE'. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE MATERIALS, CONTENT, SERVICES AND ACCOUNTS WHATSOEVER AND DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OR TRADE OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. NEITHER CLEVER PHONE NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, SOFTWARE, OR PRODUCTS TO CUSTOMER IN CONNECTION WITH THE SERVICE, WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF, YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS, OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CLEVER PHONE'S; OR ITS SERVICE PROVIDER'S OR VENDOR'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE, IF ANY, BY CLEVER PHONE OR CLEVER PHONES' AGENTS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES SHALL BE BORNE SOLELY BY YOU. ANY SIMILAR WARRANTY WHETHER SAID WARRANTY ARISES UNDER PROVISIONS OF ANY LAW OF THE UNITED STATES OR ANY STATE THEREOF. ALTHOUGH CLEVER PHONE MAKES EVERY EFFORT TO ENSURE THAT VOICE, VOICEMAILS AND DATA TRANSMISSIONS ARE SECURE, CLEVER PHONE MAKES NO GUARANTEES OF SECURITY. CLEVER PHONE DOES NOT WARRANT THE RELIABILITY OR ACCURACY OF THE RESULTS OBTAINED BY USING THE SERVICES OR ANY DATA DOWNLOADED OR OTHERWISE OBTAINED OR ACQUIRED BY USING THE SERVICES. CLEVER PHONE DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF INCLUDING WITHOUT LIMITATION CLEVER PHONE'S EMPLOYEES AND YOU SHOULD NOT

RELY ON ANY SUCH STATEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT. As certain jurisdictions do not allow some of the exclusions, disclaimers, or limitations as set forth above in this Section, some of these exclusions, disclaimers, or limitations may not apply to you.

28. CONTENT

You will be liable for any and all damages and claims that may arise out of the content transmitted by you or by any person, whether authorized or unauthorized, using the Services on your account. You will assure that your and such other persons' use of the Service and content comply at all times with all applicable laws, regulations, and written and electronic instructions for use. Clever Phone reserves the right to terminate or suspend your Services and remove your or such other persons' content from the Service, if we determine, in our sole and absolute discretion, that such use or content does not conform with the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Our action or inaction under this Section will not constitute any review or approval of your or any other persons' use or content.

29. LIMITATION OF LIABILITY

IN NO EVENT SHALL CLEVER PHONE, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS AND ANY UNDERLYING CARRIER BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION) ARISING OUT OF OR RELATING TO (i) YOUR INABILITY TO USE THE MATERIALS, CONTENT, SERVICES OR ACCOUNTS; (ii) YOUR MISUSE OF THE MATERIALS, CONTENT, SERVICES OR ACCOUNTS; (iii) NONPERFORMANCE OR A FAILURE OF THE SERVICES CAUSED BY ACTS OR OMISSIONS OF ANOTHER SERVICE PROVIDER, (iv) EQUIPMENT OR SOFTWARE FAILURE OR MODIFICATION; (v) TELECOMMUNICATIONS OR COMPUTER EQUIPMENT FAILURES, OR (vi) ACTS OF GOD, OR OTHER CAUSES BEYOND OUR REASONABLE CONTROL. THE FOREGOING SHALL APPLY EVEN IF CLEVER PHONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLEVER PHONE ALSO MAKES NO REPRESENTATIONS

OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SITE, MATERIALS, CONTENT, SERVICES AND ACCOUNTS (1) WILL BE UNINTERRUPTED OR ERROR FREE; (2) IS FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS; (3) IS SECURE; OR (4) WILL MEET YOUR SATISFACTION. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE SITE, MATERIALS, CONTENT, SERVICES AND ACCOUNT.

IN NO EVENT SHALL CLEVER PHONE, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS AND ANY UNDERLYING CARRIER BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM USE OF THE SERVICES, OR ANY EQUIPMENT USED IN CONNECTION WITH THE SERVICES.

IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, CLEVER PHONE SHOULD HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY LOSS, HARM OR DAMAGE, YOU AND CLEVER PHONE AGREE THAT IN NO EVENT SHALL LIABILITY OF CLEVER PHONE TO YOU FOR ANY REASON EXCEED OUR SERVICE CHARGES DURING THE AFFECTED PERIOD GIVING RISE TO SUCH LIABILITY.

YOU AND CLEVER PHONE AGREE THAT THIS SECTION OF THE AGREEMENT, "LIMITATION OF LIABILITY", IS AN AGREED ALLOCATION OF RISK BETWEEN YOU AND CLEVER PHONE. YOU ACKNOWLEDGE THAT, ABSENT YOUR AGREEMENT TO THIS LIMITATION OF LIABILITY, CLEVER PHONE WOULD NOT PROVIDE THE SITE, MATERIALS, CONTENT, SERVICES, OR ACCOUNTS TO YOU.

THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

30. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CLEVER PHONE, ITS PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS AND ANY UNDERLYING CARRIER, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS,

EXPENSES OR DAMAGES (INCLUDING ATTORNEYS' FEES), WHETHER KNOWN OR UNKNOWN, ARISING FROM, INCURRED AS A RESULT OF, OR IN ANY MANNER RELATED TO (A) YOUR USE OF THE SERVICES, (B) ANY OTHER PERSON'S USE OF ANY ACCOUNT OR PIN YOU MAINTAIN, REGARDLESS OF WHETHER SUCH USE IS AUTHORIZED BY YOU, OR (C) YOUR PROMISES OR STATEMENTS MADE IN THIS AGREEMENT. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT THE EFFECTIVENESS OF THE FOREGOING RELEASES.

NOTWITHSTANDING THE FOREGOING, YOU SHALL NOT BE LIABLE FOR CLAIMS, EXPENSES OR DAMAGES ARISING FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACTS OF CLEVER PHONE OR ITS EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES. THIS INDEMNIFICATION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

31. EMERGENCIES

CLEVER PHONE IS NOT A "DIAL-TONE" PROVIDER AND CLEVER PHONE SERVICE IS NOT A TRADITIONAL TELEPHONE SERVICE. IT SHOULD NOT BE USED AS YOUR PRIMARY TELEPHONE SERVICE. IN THE EVENT OF AN EMERGENCY WHILE USING YOUR SERVICES, HANG UP AND USE THE TELEPHONE SERVICE, PROVIDED BY YOUR LOCAL CARRIER, TO MAKE AN EMERGENCY CALL. YOU SHOULD NOT USE THE SERVICE FOR EMERGENCY CALLING. YOU MUST INFORM ANY HOUSEHOLD RESIDENTS, GUESTS AND OTHER THIRD PERSONS WHO MAY BE PRESENT AT THE PHYSICAL LOCATION WHERE YOU UTILIZE THE SERVICE OF THE NON-AVAILABILITY OF EMERGENCY CALLS VIA THE SERVICE.

32. FORCE MAJEURE

Either party shall be excused from any delay or failure in performance hereunder, other than the payment of moneys, caused by reason of occurrence or contingency beyond its reasonable control, including without limitation, acts of God, earthquake, fire, flooding, riots, terrorism, war or government requirements.

33. PRIVACY

The Service utilizes, in whole or in part, the public networks such as Internet and third party networks to transmit voice and other communications. Clever Phone is not liable for any lack of privacy which may be experienced with regard to the Service. We collect your IP address information, referral URLs, widget

placements, navigation history and other information to gather relevant demographic data. You also authorize our recording and monitoring of your calls to our customer service phone numbers and you consent to Clever Phone may contact, survey, solicit you from time to time by various means including without limitation automated dialing, your account inbox records, internal communication and email.

34. COOPERATION WITH GOVERNMENT AUTHORITIES

If necessary and in accordance with applicable law, Clever Phone will cooperate with local, state, federal, international and/or worldwide government authorities to protect this Site, Materials, Content, Services, Accounts, visitors, customers, Clever Phone, its parents, subsidiaries, affiliates and their respective members, managers, directors, officers, employees, stockholders and agents and operational providers, from the unauthorized use of this Site, Materials, Content, Services and Accounts.

Clever Phone mean to be in full compliance with Communications Assistance for Law Enforcement Act ('CALEA'). By using the Services, you hereby agree and consent to Clever Phone's right to monitor, tap, trace and otherwise disclose the nature, content and history of your communications if and as required by CALEA without any notice to you.

35. LINKS TO OTHER MATERIALS

The linked sites are not necessarily under the control of Clever Phone and Clever Phone is not responsible for the content of any linked site or any link contained in a non-affiliated linked site. Clever Phone reserves the right to terminate any link or linking program at any time. Clever Phone has selected the links for your convenience. The selection or omission of links is not intended to endorse any particular companies or products. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk. Any links to any portion of the Site shall be the responsibility of the linking party, and Clever Phone shall not be responsible for notification of any change in name or location of any information on the Site.

36. DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through this Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. YOU AGREE THAT CLEVER PHONE, ITS PARENTS, SUBSIDIARIES, AFFILIATES AND THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS, AGENTS AND ANY UNDERLYING CARRIER ARE NOT

RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS A RESULT OF ANY SUCH DEALINGS OR AS A RESULT OF SUCH ADVERTISERS ON THE SITE.

37. NOTICES

Clever Phone notices to you shall be considered valid and effective when sent by email to the email address on your account or when placed into your 'Customer Support Communication' list of notices/messages

Except as otherwise provided in this Agreement, notices and other communications to Clever Phone under this Agreement shall be in writing and shall be delivered, mailed by first-class mail, postage pre-paid or sent by facsimile or electronic mail, addressed, (a) if to you, at the address as kept in our files or at such other address as you shall have furnished to us in writing, or (b) if to us at 89 Beersel Avenue, 1180 Brussels, Belgium, attention Customer Support Department. Your notice must specify your name and Account. Each such notice, request or other communication shall be effective (i) if given by mail, 72 hours after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, (ii) if sent by facsimile, when sent and receipt is telephonically confirmed or (iii) if given by any other means (including, without limitation, by air courier), when delivered at the address specified above. Oral notices shall be deemed effective on the date reflected in our records.

38. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Belgium without regard to its conflict of law principles.

39. JURISDICTION AND VENUE

You and Clever Phone agree that any suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in a Belgian court sitting in Brussels, Belgium. You and Clever Phone each waive any objection you or Clever Phone may have now or hereafter to the laying of the venue of any such suit, action or proceeding, and irrevocably submit to the jurisdiction of any such court in any such suit, action or proceeding.

40. MISCELLANEOUS

This Software uses the Skype API but is not endorsed or certified by Skype. Furthermore, the Software is not endorsed by third parties, even if it may use or interact with third party hardware or software. Clever Phone may change this Agreement from time to time and any such modification will be effective upon its posting on the Site. Such changes will become binding on you on

the date they are posted to Clever Phone website and no further notice by us is required upon your continued use of the Service. The Agreement as and when posted supersedes all previously agreed to electronic and written terms of service. It is important that you review this agreement regularly.

41. GENERAL INFORMATION

If any part of this Agreement is held invalid or unenforceable, that portion shall be construed to reflect the parties' original intent, and the remaining portions shall remain in full force and effect.

You hereby consent to Clever Phone publicizing the existence (but not the terms) of the relationship contemplated hereunder as a part of promotional and marketing activities from time to time by Clever Phone.

This Agreement constitutes the entire agreement between Clever Phone and you with respect to your use of Clever Phone Site, Materials, Content, Services and your Account, and it supersedes all prior or contemporaneous communications and proposals, whether oral or written, between Clever Phone and you with respect thereto.

The failure of Clever Phone to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.