

# **CALLSCOUT**

## **TERMS AND CONDITIONS OF USE**

### **GENERAL PROVISIONS**

Date of issue: May 5<sup>th</sup>, 2021

These terms and conditions are applicable worldwide except where we publish specific territorial terms and conditions.

These terms and conditions (“Terms”) set out important information regarding the rights, obligations and restrictions that may apply to you as a “User” when you use or download the CALLSCOUT “Application” available on “Devices” such as cell phones, tablets, and personal computers, and any “Services” offered in conjunction with the Application or Website thereof.

The Application is licensed, not sold, to you by While 1 S.r.l.(“While 1”) for use subject to these Terms and, if you obtained the Application from other ways While 1 reserve itself all rights not expressly granted to you.

For contacting us:

***While 1 S.r.l.***

Via Livorno n. 60 – Environment Park , 10144 TORINO (Italy)

Phone: +39 011 225 77 21

E-mail: [callscouts@while1.com](mailto:callscouts@while1.com)

<https://www.while1.com>

These Terms may be accessed via the Application directly from your Device or on our Website at <https://callscouts.it>

Any translations of these Terms are provided as a courtesy to you and the definitive text of these Terms is the English version.

By using our Services, you (1) represent you are over the age of 16 years old; and (2) agree to be bound by these Terms and any applicable laws regarding your use of CALLSCOUT. You must also pay any charges for the Services which may be applicable.

Do not use the Application services if these terms are unacceptable for you.

Please note:

1. In the event that you are or become a paying customer of any part of the Application and/ or Services or any other product part of the CALLSCOUT offering, we will provide to you relevant information regarding price, delivery procedure and cancellation options on a case-by-case basis, before completing the payment for your purchase.

Any purchase will be effective upon the processing of your payment.

2. Once you start using CALLSCOUT, you hereby agree to waive any right to a limited period in which you could revoke your purchase or claim a refund upon cancellation of your purchase (also known as a cooling off period) (if any) available to you under any applicable e-commerce regulations or consumer protection laws. In the event a waiver of these rights is prohibited under the law, this cooling off period shall be limited to seven (7) days or (if shorter) the minimum period permitted by law.

3. Each time you attempt to interact with CALLSCOUT you will send data for which your network operator will charge at your usual data rates.

4. Unless otherwise specifically provided by us, our licence to you under these Terms is personal to you and allows you to access and use the Application and the Services only on the Device on which the software was first installed.

The licence is not transferrable to another person or another Device without our agreement, which will only be given in exceptional circumstances, or if otherwise expressly provided in these Terms.

### **USE POLICY**

You agree to use the Services fairly.

We reserve the right to limit or cease to provide our Service to you without further notice.

We may change, suspend or discontinue any aspect of CALLSCOUT at any time, including the availability of any feature, database and/ or content.

We may also impose limits on certain features and services or restrict your access to parts or all of the Services without liability.

Continued use of the Application and/ or Services may require a download of new releases of software with different functionality and that may have different licence terms.

We respect the intellectual property of others and we ask our Users to do the same.

## USER GENERATED CONTENT

Please choose carefully the words, information, content, messages, text, files, images, photos, sounds, profiles, works of authorship or any other materials you post, upload, link to, publish or display on our Application / Website and/ or through the use of Services and any such content that you provide or make available to other Users through the Website (collectively, “**User Content**”). You are responsible for all User Content, as set forth below.

You retain ownership of User Content.

By sharing User Content via CALLSCOUT, you grant to us during the entire period of protection of your intellectual property rights associated with such content and material, a world-wide, royalty free, non-exclusive licence to use, copy, modify, publicly perform, publicly display, translate, reproduce, transmit or distribute, or an equivalent right to use, the User Content via CALLSCOUT (and any other Third Party Applications and/or Sites).

We require such a licence in order to provide certain functionality within CALLSCOUT.

By sharing User Content within CALLSCOUT you warrant that you own all rights in and to the User Content shared by you and that you are not breaching any other party’s rights to privacy, publicity rights, copyrights or contractual rights.

Information or User Content provided by other Users may not contain inaccurate, inappropriate or offensive material, products or services, and we assume no responsibility or liability for this material.

User Content must not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, violate any confidentiality agreement

or other contract or be otherwise injurious to third parties or objectionable and must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam.”

You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. We have the right, but not the obligation, to refuse to post, remove or edit any posting or submission of User Content. We do not actively monitor User Content and take no responsibility and assume no liability for any User Content.

By submitting the User Content to us, you grant us and our affiliates the right to use the username that you submit in connection with such User Content.

You grant to us a revocable, non-exclusive, worldwide right and licence, or another equivalent right to use, all the trademarks, service marks associated with the User Content, your username, or your account in connection with your use of and our operation of the Services.

You are solely responsible for any necessary payments that may become due to any third parties as the result of your posting of or linking to the User Content and our use thereof on our Application or Website.

You agree that CALLSCOUT is not responsible for, and does not endorse, User Content posted within the Application or on the Website.

CALLSCOUT does not have any obligation to prescreen, monitor, edit, or remove any User Content. If your User Content violates these Terms, you may bear legal responsibility for that User Content.

## **AVAILABILITY OF SERVICES**

We will do our best to offer you a smooth service, but we give no guarantees that CALLSCOUT will be fault free or that the Services will be uninterrupted.

If a fault does occur, please report it to us at [callscouts@while1.com](mailto:callscouts@while1.com) or by using our in-app support options, and we will attempt to correct the fault as soon as we reasonably can.

We will occasionally restrict your access to the Application, Website or to the Services to carry out repairs, maintenance or to introduce new functionality or services and we will endeavor to keep disruption to a minimum.

New Services are subject to a period of testing. This means that a new Service may not perform with complete functionality, may be undergoing testing, may be inconsistently available, may have software “bugs” being fixed by us and may have other issues affecting availability and functionality.

## **LEGAL PROTECTION AND LIMITATIONS**

You acknowledge that CALLSCOUT Application and Website licensed by us to you are our property. You are granted a limited, revocable, non-exclusive, non-transferable (without the right to sublicense) licence to use CALLSCOUT for the purpose of accessing and using the Services.

Except as expressly authorized by us, you may not copy, modify, translate, reproduce, distribute, publish, broadcast, perform, display, sell, assign, lease or sub-license that content, in whole or in part. You agree not to disassemble, de-compile, reverse

engineer, or otherwise attempt to gain access to the source code of the Application or Services and Web Site.

You will not copy any part of CALLSCOUT or make commercial use of, rent, lease, loan, sell, publish, license, sublicense, distribute, assign or otherwise transfer any part of CALLSCOUT to any person.

You agree to not use CALLSCOUT to: (i) interfere with, manipulate, or take any actions that may undermine the integrity of any rating system used on the Services; (ii) interfere with or disrupt CALLSCOUT or servers or networks, or disobey any requirements, procedures, policies or regulations of networks connected to these; (iii) collect or store personal data about other Users of CALLSCOUT; or (iv) harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any other User without their prior explicit consent.

You will not alter, destroy, obscure, or otherwise remove any copyright or proprietary notices or labels on or embedded within any part of CALLSCOUT.

You agree to not use CALLSCOUT or export any portion of it in violation of worldwide export regulations.

*PLEASE, BE AWARE THAT, IN ANY CASE:*

*YOUR USE OF CALLSCOUT IS AT YOUR SOLE RISK.*

*CALLSCOUT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.*

*WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND STATUTORY REMEDIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO THE IMPLIED*

*WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.*

*WE MAKE NO WARRANTY THAT (i) CALLSCOUT WILL MEET YOUR REQUIREMENTS; (ii) DELIVERY OF ANY PORTION OF CALLSCOUT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE AND BUG-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF CALLSCOUT WILL BE ACCURATE OR RELIABLE; (iv) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; (v) ANY PORTION OF CALLSCOUT OR ANY OTHER APPLICATION PROVIDED BY US WILL BE OF SATISFACTORY QUALITY, FAULT OR VIRUS FREE OR UNINTERRUPTED OR SATISFY ANY CONDITIONS OF QUALITY AND FITNESS FOR PURPOSE.*

*NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH OR FROM THE APPLICATION, WEBSITE OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.*

*Under no circumstances will we or our respective parents, subsidiaries, and affiliates, suppliers and their respective owners, officers, manager, members, agents and employees, be liable to you for loss of profits, business interruptions, loss of business information, loss of business, opportunity or other pecuniary loss, loss of data or any direct, indirect, incidental, consequential, special, exemplary, or punitive damages or losses, whether based in contract, tort or otherwise, arising out of or in connection with use of, or inability to use CALLSCOUT which we license to you, any content delivered to you or CALLSCOUT, whether or not we have been advised of the possibility of such damages or loss.*



In any event, our liability to you shall be limited to typical and foreseeable damage and shall not exceed the amount of 25% of the fees you paid for a yearly use of CALLSCOUT.

You hereby indemnify and hold harmless, and upon our request, defend us, our affiliates and their respective directors, officers and employees from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of any claim, action, or proceeding brought by a third party based on a breach of any warranty, representation, covenant or obligation by you under these Terms.

You will reimburse us and our affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Section. We shall promptly notify you of any such claim, and you shall assume control of the defence of such claim upon our request. We shall have the right, at your expense, to participate in the defence thereof under your reasonable direction.

Nothing in these Terms affects any mandatory statutory rights that you may have as a consumer, except to the extent permitted by law.

We may assign our rights and obligation under these Terms without your prior consent to any new provider of the CALLSCOUT Services.

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then the provision will be deleted. Any such deletion will not affect the validity and enforceability of any of the other provisions of these Terms.

We may at any time terminate your account or prevent you from gaining access to CALLSCOUT.

We will not be liable to you or to any third party for any failure, suspension and/or termination of access to CALLSCOUT in any way.

All trademarks, logos, designs and images used in connection with the Application, Website and Services remain the property of While 1 its affiliates and their respective licensors.

We may amend these Terms at any time by posting the amended terms on our Website and/ or by amending the Terms as they are accessed from the Application on your Device. It is your responsibility to review these Terms from time to time to check if they have been amended.

The effective date of each new version of the Terms will be included at the top of the Terms page.

If you continue to use the Application and/ or Services or you download any content or upgrade any of the Services after we have posted any amended terms that will demonstrate that you accept our updated Terms. Should you not accept these amendments, you may terminate the Services.

We welcome your feedback on what we are currently doing (both positive and negative).

If you want to send us your feedback, we ask that you use our in app option.

Any feedback you provide to us can be used by us on an unrestricted basis and treated by us as non-confidential.

Please do not tell us anything that contains new or original ideas, in respect of which you might want, now or in future, to claim any form of proprietary rights. If, despite

our request that you not send us your ideas, you still send them to us, then regardless of what you say to us, you agree that: (i) your submissions and their contents will automatically become our property, without any compensation to you; (ii) you will not assert against us any rights or ownership and you will not claim any reward (financial or otherwise) in respect of any such submissions; (iii) we may use or redistribute the submissions and their contents for any purpose and in any way; (iv) there is no obligation for us to review any material that you submit to us; and (v) there is no obligation to keep any such material confidential.

### **Resolving disputes**

These Terms and the relationship between you and us shall be governed by the laws of Italy without regard to its conflict of law provisions.

Before filing a claim against us, you agree to try to resolve the dispute informally by contacting us at [callscouts@while1.com](mailto:callscouts@while1.com).

We'll try to resolve the dispute informally by contacting you via email.

If a dispute is not resolved within thirty (30) business days of submission, you or CALLSCOUT may bring a formal proceeding.

You and we agree to submit any dispute and proceeding to the exclusive jurisdiction of the courts of Italy.

## PRIVACY POLICY

We take our responsibilities to the online community very seriously.

Our Application and Web Sites are general audience sites not directed at people under the age of 16 years old.

As such, if you are under the age of 16 years old we have to ask you not to use our Application and Site in any capacity.

We do not knowingly collect data from anyone under the age of 16 years old and we do not direct any of our products or services at this age group.

Any person who provides their personal data to CALLSCOUT through its Application and Site represents that they are 16 years old or older.

If we become aware that we have inadvertently captured any personal data about a person who is under 16 years old we will take the appropriate steps to shut down the account of that person and promptly delete their information.

*PLEASE, BE AWARE THAT, IN ANY CASE:*

WHILE 1 DOES NOT COLLECT, MANAGE OR STORE YOUR PERSONAL DATA AND INFORMATION (SENSITIVE OR NOT) AND IN ACCEPTING TO USE CALLSCOUT YOU AGREE TO HOLD HARMLESS WHILE 1, OUR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY POTENTIAL AND/OR EFFECTIVE INFRINGEMENT OF YOUR PERSONAL DATA AND INFORMATION (SENSITIVE OR NOT).

Should you not accept the above provision you may immediately terminate the CALLSCOUT use.

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