

CALLSTATS.IO TERMS OF SERVICE FOR THE DEV, BASIC, AND PRO - SERVICES

Updated 10th September 2019, Effective from 14th September 2019

1. PARTIES AND THE CONTRACTUAL RELATIONSHIP

1.1 These Terms of Service for the dashboard service (dev, basic, and pro), homepage, newsletters, and the network test service ("Terms of Service") and the callstats.io Privacy Policy govern the contractual relationship between CALLSTATS I/O Oy (Business ID: 2618223-6), a company duly incorporated under the laws of Finland and having its principal place of business at Annankatu 31-33 C 42, 00100 Helsinki, Finland ("callstats.io"), and yourself ("You") with regard to the callstats.io Service available at www.callstats.io and any software or applications made available by callstats.io in connection therewith ("Service") and offered to You.

1.2 callstats.io is the provider of services collecting media and network metrics exposed by Your platform. The Service analyses the data, and visualises the aggregated and raw data on a dashboard.

1.3 The Service is available only to companies that are appropriately licensed and otherwise legally permitted to conduct business. You represent and warrant that You are appropriately licensed and are legally permitted to conduct business.

1.4 By using or accessing the Service in any way, You acknowledge, represent and warrant that You have reviewed these Terms of Service, have the right to accept these Terms of Service and agree to be bound by these Terms of Service. If You do not agree to these Terms of Service, please do not access or use the Service.

1.5 The Terms of Service may be modified from time to time by posting a new dated version on www.callstats.io. You are invited to read the Terms of Service on a regular basis to be informed of these modifications.

2. THE SERVICE

2.1 The Service is offered to You pursuant to these Terms of Service by use of the callstats.io software. All Services are provisioned using software as a service ("SaaS") delivery and servicing model, in which software applications are hosted by callstats.io, or its subcontractors, and are made available to You over the Internet.

2.2 You are granted by callstats.io the right to use the Service upon acceptance of these Terms of Service and subject to proper payment of the applicable Fees (as defined below) and otherwise fulfilment of the other obligations stated in these Terms of Service.

3. YOUR USE OF THE SERVICE

3.1 As a prerequisite to use the Service, you will be required to provide mandatory registration information, such as Your name or email address that will need to be valid and up-to-date.

3.2 You agree, at all times to use the Service fully in compliance and in accordance with these Terms of Service. In the event callstats.io considers that there has been a violation of these Terms of Service or their spirit, callstats.io shall have the right, at its sole discretion, to terminate Your user account and/or these Terms of Service and/or suspend the provision of the Service to You without notice.

3.3 You are solely responsible for any activities or omissions that occur through Your user account.

You agree to keep Your user account and Your password confidential and secure from third parties and agree to ensure that third parties do not use the Service with Your user account. You will not create multiple user accounts or user accounts for any other party than Yourself.

3.4 You represent and warrant that any and all information You provide to callstats.io at any time (including without limitation when registering Your user account) will be true, accurate, current and complete, and You agree to update such information as necessary to maintain it conforms to the aforesaid.

3.5 You agree to use the Service in compliance with applicable laws and regulations at all times. You may not use the Service for any illegal, unauthorized, inappropriate or unethical purpose or activities. You further agree to comply with reasonable guidelines, whether in writing or communicated otherwise, by callstats.io for the use of the Services.

3.6 You shall obtain any and all necessary permits and consents, if any, for the purpose of any data or other use or transfer of information, which You receive or process otherwise by the use of the Services.

3.7 You shall at all times be responsible for the maintenance, use and availability of Your own network connections to the Service including but not limited to their functionality and interoperability with the Service and suitability for any purpose. You shall ensure that no viruses, worms, Trojan horses, time bombs, cancel bots or any other harmful, damaging or destructive programs or content are transmitted or caused to be transmitted by You or on Your behalf through the use of the Services.

3.8 You consent to callstats.io's application of all upgrades, enhancements and new releases of the Services.

4. **TERMS RELATING TO API**

4.1 callstats.io provides an API ("**API**") through its website, which provides you access to information, services, code and other material ("**API-content**"). These Terms of Service describe under what conditions the API is provided, how you are allowed to use the API and what your rights and obligations are when using the API-content in your own products or services.

4.2 callstats.io and/or the third parties with which it is cooperating hold the ownership and the intellectual property rights to the API. callstats.io hereby grants you a non-exclusive, non-assignable, non-transferable and revocable license to use the API in accordance with these Terms of Service. This license, and the products and services, which you develop under the license, do not constitute any limitation in callstats.io's right to freely use, develop, amend the API and the API-content and to stop providing the API, the API-content and related products and services.

4.3 You may only connect to the API in the way set out in our instructions and you are not entitled to use any technical means to gain unauthorized access to, disturb or deactivate the API. This includes, but is not limited to, that you undertake not to introduce viruses, worms, Trojan horses or other forms of malware in the API or on the website where the API is provided.

4.4 You are not entitled to use the API or the API-content for products and services which may harm callstats.io's business or which violate its interests. This means that the API and the API-content may not be used for products or services, which for example in effect resell access to the API or create services that compete with callstats.io.

4.5 You are aware of and accept that callstats.io does not commit to, or provide any warranties regarding the quality, security, reliability, availability or performance of the API or the API-content. You

cannot expect that the API is error free, free from security issues, updated, or a suitable data source for the products or services you intend to use the API for. You are aware and accept that you use the API at your own risk and that callstats.io is not liable for any indirect damage, which you may suffer due to your use of, respectively your inability to use, the API or the API-content.

4.6 You undertake to indemnify callstats.io, our partners, shareholders, subsidiaries, agents, insurers, successors and officers, directors, and employees including any members of the board of callstats.io against any claims from third parties pertaining to your use of the API or the API-content in breach of these terms of Service. The obligation to indemnify callstats.io includes any legal costs (e.g. attorney's fees) that callstats.io may have due to your use of the API or the API-content in breach of these terms of Service.

4.7 callstats.io reserves the right to, based on its reasonable assessment and following a reasonable notice to you, permanently or temporarily discontinue the API or the API- content in part or in its entirety.

5. **FEEDBACK**

5.1 callstats.io would like to receive input, suggestions and other feedback (“**Feedback**”) on the Service and any of its individual components. Feedback includes, without limitation, materials as well as ideas or know how (whether presented orally, in written form or otherwise).

5.2 With respect to such Feedback, You hereby grant callstats.io, under all Your intellectual property and proprietary rights, the worldwide, non-exclusive, perpetual, irrevocable, royalty-free rights (1) to use, copy and modify Feedback and to create derivative works thereof, (2) to make (and have made), use, import, sell, offer for sale, lease or otherwise distribute any products or services of callstats.io containing Feedback, and (3) to sublicense rights to the extent a license is necessary for using products or services of callstats.io.

6. **FEES**

6.1 The fees payable for Services (“**Fees**”) are set forth in on callstats.io website, and are payable as provided in these Terms of Service. The current pricing for the Service is available at <https://dashboard.callstats.io/pricing>.

6.2 callstats.io may change its fees and payment policies for the Service from time to time by giving thirty (30) days prior notice. The changes to the Fees or payment policies are effective upon Your acceptance of those changes, which will be posted at <https://dashboard.callstats.io/pricing>.

6.3 You understand and agree that normal carrier data rates and fees are applicable when using the Service.

6.4 All Fees are defined without value added tax (VAT) or any other applicable sales tax, which shall be added to the Fees in accordance with the then-applicable tax laws and regulations.

6.5 The terms of payment of each invoice shall be fourteen (14) days net from the date of the invoice. The invoicing schedule and method for the periodical and event based charges for the Service is available at <https://dashboard.callstats.io/pricing>.

6.6 By confirming a payment of the Fees from your card, you authorize CALLSTATS I/O Oy to charge future payments from your card in accordance with these terms of service.

6.7 Overdue interest on any amounts overdue shall accrue in accordance with the applicable Finnish Interest Act (1982/ 633, as amended). If You fail to pay any Fees within thirty (30) days from the date

such Fees have fallen due, callstats.io shall have the right, in its sole discretion, to either suspend the performance of its obligations under these Terms of Service.

7. CHANGES AND TERMINATION OF THE SERVICE

7.1 callstats.io may change or amend these Terms of Service at any time by posting the changed information and documents at callstats.io's website at www.callstats.io and/or by using its reasonable efforts to inform You of the change via email, in the Service or otherwise. Should You not wish to continue to use the Service under such amended Terms of Service, You may terminate these Terms of Service to end at the end of Your current subscription period by informing callstats.io of such termination. By continuing or resuming using the Service following such changes or amendments, You agree to be bound by the changed or amended Terms of Service.

7.2 callstats.io has the right to change, modify or update the Service or any part thereof, including but not limited to API and API-content, at any time. callstats.io undertakes to use at its discretion reasonable efforts to inform You in advance of any material changes to the Service that may affect Your use of the Service in an adverse way.

7.3 callstats.io shall always be entitled but shall have no obligation to make such changes to the Service that (a) concern or relate to the production environment of the Service and do not have a material adverse effect on the agreed contents of the Service or the agreed service level, (b) are necessary to prevent any data security risk to the Service, or (c) result from law or from an administrative order.

7.4 callstats.io shall be entitled to terminate Your access to the Service with immediate effect and without any obligation to pay damages or any other liability to You where You have used or allowed any third party to use of the Service contrary to this Agreement or when a serious data security threat so demands.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All rights, title and interest in and to the Service and any content posted by callstats.io to the Service are the sole and exclusive property of callstats.io or third parties. Callstats.io name and logo are trademarks of callstats.io, and You agree not to use such trademarks without the prior written permission of callstats.io. You may not attempt to reverse engineer, de-encrypt or otherwise derive the design, internal logic, structure or inner workings (including algorithms and source code) of the Service.

8.2 You acknowledge and agree that the Services provided pursuant to These Terms of Service do not include any grant of rights or license to Callstats.io intellectual property rights or the Services, but merely a limited, non-exclusive and non-transferable right to use the functionality of such Services for Your own internal business purposes in accordance with these Terms of Service. All intellectual property rights in and to the Services used by You, to the API and the API-contents, in all languages, formats, and media throughout the world and any modifications, amendments or derivatives thereof are vested in shall be the exclusive property of callstats.io and its licensors.

9. WARRANTIES AND LIMITATION OF LIABILITY

9.1 The Service is provided at all respects "AS IS" and "AS AVAILABLE" basis without any warranty of any kind, and You are solely responsible for Your use of the Service. You acknowledge and agree that callstats.io shall not be liable to the You or to any third party for any modification, suspension or discontinuance of the Service. Callstats.io shall have no liability towards You and callstats.io shall not

be responsible for unavailability or any other failure of the Service or any damages possibly caused by such failure or unavailability.

9.2 Callstats.io takes back-up copies of the data or material uploaded by You to the Service (“**Your Material**”) in accordance with its applicable practices available at <https://dashboard.callstats.io/pricing>.

9.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, CALLSTATS.IO SHALL NOT HAVE ANY RESPONSIBILITY OR LIABILITY FOR THE SERVICE OR YOUR USE THEREOF. CALLSTATS.IO SHALL NOT BE RESPONSIBLE FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, SUCH AS LOSS OF PROFITS, LOSS OF TURNOVER OR DAMAGES CAUSED BY A DECREASE OR INTERRUPTION IN TURNOVER OR PRODUCTION IN ANY WAY ARISING IN CONTEXT OF THE SERVICE.

9.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW CALLSTATS.IO MAKES NO REPRESENTATIONS, CONDITIONS, TERMS, UNDERTAKINGS, OBLIGATIONS OR WARRANTIES CONCERNING THE SUPPLIER SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND EXPRESSLY DISCLAIMS (AND EXCLUDES) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS, TERMS, UNDERTAKINGS, OBLIGATIONS OR CONDITIONS IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, CONDITIONS OR UNDERTAKINGS OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. IN ANY CASE CALLSTATS.IO'S TOTAL AGGREGATE LIABILITY ARISING OR IN CONNECTION WITH THE AGREEMENT FOR ANY AND ALL DAMAGES SHALL NOT EXCEED AN AMOUNT EQUAL TO TWENTY PERCENT (20%) OF THE FEES (EXCLUDING VAT) PAID BY YOU TO CALLSTATS.IO DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

9.5 The limitations of liability shall not apply to damages caused by wilful misconduct or gross negligence or to damages that relate to transfer, copying or use of the Service that is contrary to these Terms of Service or law.

10. **OTHER PROVISIONS**

10.1 These Terms of Service constitute the entire agreement between You and callstats.io with respect to the subject matter hereof, and supersedes all proposals, oral or written, all previous negotiations, and all other communications between You and callstats.io with respect to the subject matter of these Terms of Service.

10.2 If any provision of these Terms of Service is held unenforceable, the remaining provisions of these Terms of Service will remain in full force and effect.

10.3 No failure to exercise, nor any delay in exercising, by callstats.io, of any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

10.4 You may not assign these Terms of Service or any of Your rights and obligations hereunder to any third party. callstats.io may assign these Terms of Service and any of its rights and obligations hereunder to its affiliate or a third party at any time without notice.

10.5 Callstats.io shall have the right to use its relationship with You in its marketing and sales promotion activities as follows:

10.5.1 use Your trade name, trademark, logo and other commercial designations on its website and customer and partner listings (whether in electronic or in paper format); and

10.5.2 make a press release regarding Your use of the Service and other products or services.

10.6 Callstats.io shall not be liable for any delays or non-performance of its obligations or any damages caused by an impediment beyond its reasonable control, which it could not have reasonably taken into account at the time of concluding an agreement based on these Terms of Service, and whose consequences it could not reasonably have avoided or overcome. For instance, errors in public communication networks or electricity supply shall constitute such an impediment. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the party concerned is the target or party to such action. A force majeure event suffered by a subcontractor of callstats.io shall also discharge callstats.io from liability, if the work to be performed under subcontracting cannot be done or acquired from another source without incurring unreasonable costs or significant loss of time. callstats.io shall without delay inform You in writing by posting the relevant information at www.callstats.io of a force majeure event and the termination of the force majeure event.

11. **APPLICABLE LAW AND DISPUTE RESOLUTION**

11.1 These Terms of Service shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

11.2 Any dispute, controversy or claim arising out of or relating to these Terms of Service, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland and the language to be used in the proceedings shall be English.