

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

Updated 24<sup>th</sup> October 2015

## 1. PARTIES AND THE CONTRACTUAL RELATIONSHIP

- 1.1 These Terms of Service and the callstats.io Privacy Policy attached hereto (together "**Terms of Service**") govern the contractual relationship between Nemu Dialogue Systems Oy (Business ID 26182236), a company duly incorporated under the laws of Finland and having its principal place of business at Itämerenkatu 5, 00180 Helsinki, Finland ("**Dialogue.io**"), and yourself ("**You**") with regard to the callstats.io Service available at [www.callstats.io](http://www.callstats.io) and any software or applications made available by Dialogue.io in connection therewith ("**Service**") and offered to You.
- 1.2 Dialogue.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](http://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 Dialogue.io software. All Services are provisioned using software as a service ("**SaaS**") delivery and servicing model, in which software applications are hosted by Dialogue.io, or its subcontractors, and are made available to You over the Internet.
- 2.2 You are granted by Dialogue.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 Dialogue.io considers that there has been a violation of these Terms of Service or their spirit, Dialogue.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 Dialogue.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 Dialogue.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 Dialogue.io's application of all upgrades, enhancements and new releases of the Services.

#### **4. TERMS RELATING TO API**

- 4.1 Dialogue.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 Dialogue.io and/or the third parties with which it is cooperating hold the ownership and the intellectual property rights to the API. Dialogue.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 Dialogue.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 Dialogue.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 Dialogue.io.

- 4.5 You are aware of and accept that Dialogue.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 Dialogue.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 Dialogue.io, our partners, shareholders, subsidiaries, agents, insurers, successors and officers, directors, and employees including any members of the board of Dialogue.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 Dialogue.io includes any legal costs (e.g. attorney's fees) that Dialogue.io may have due to your use of the API or the API-content in breach of these terms of Service.
- 4.7 Dialogue.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 Dialogue.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 Dialogue.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 Dialogue.io containing Feedback, and (3) to sublicense rights to the extent a license is necessary for using products or services of Dialogue.io.

## **6. FEES**

- 6.1 The fees payable for Services (“**Fees**”) are set forth in on Dialogue.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 Dialogue.io may change its fees and payment policies for the Service from time to time by giving 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 Overdue interest on any amounts overdue shall accrue in accordance with the applicable Finnish Interest Act (Korkolaki 1982/ 633, as amended). If You fail to pay any Fees within thirty (30) days from the date such Fees have fallen due, Dialogue.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 Dialogue.io may change or amend these Terms of Service at any time by posting the changed information and documents at Dialogue.io's website at <http://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 Dialogue.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 Dialogue.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. Dialogue.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 Dialogue.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 Dialogue.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 Dialogue.io to the Service are the sole and exclusive property of Dialogue.io or third parties. Dialogue.io name and logo are trademarks of Dialogue.io, and You agree not to use such trademarks without the prior written permission of Dialogue.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 Dialogue.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 Dialogue.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 Dialogue.io shall not be liable to the You or to any third party for any modification, suspension or discontinuance of the Service. Dialogue.io shall have no liability towards You and Dialogue.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 Dialogue.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, Dialogue.io shall not have any responsibility or liability for the Service or Your use thereof. DIALOGUE.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 DIALOGUE.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 DIALOGUE.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 DIALOGUE.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 Dialogue.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 Dialogue.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 Dialogue.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. Dialogue.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 Dialogue.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 Dialogue.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 Dialogue.io shall also discharge Dialogue.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. Dialogue.io shall without delay inform You in writing by posting the relevant information at [www.callstats.io](http://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 All disputes arising out of or relating to these Terms of Service shall be finally settled in arbitration by one arbitrator in accordance with the Rules of the Arbitration Institute 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.

# PRIVACY POLICY

Updated 12th August 2015

## PERSONAL DATA FILE AND THE CONTROLLER

**Name of the Personal Data File:** Dialogue.io User Register

**Controller:** Nemu Dialogue Systems Oy (Business ID 26182236), a company duly incorporated under the laws of Finland and having its principal place of business at Itämerenkatu 5, 00180 Helsinki, Finland ("**Dialogue.io**")

**Contact email:** support-[at]-callstats.io

### 1. GENERAL

- 1.1 This Privacy Policy is applied to processing of personal data of the users ("**User**", "**Users**") of the Dialogue.io Service available at <http://www.callstats.io> and any applications made available by Dialogue.io in connection therewith (together the "**Service**") and processed in context of the Dialogue.io User Register ("**User Register**"). This Privacy Policy describes the relevant principles and purposes related to processing of personal data by Dialogue.io.
- 1.2 The Service may contain links to websites and services of third parties. These websites or services are subject to their own privacy policies as well as terms and conditions. Dialogue.io does not take any responsibility of third parties' privacy policies, terms and conditions or processing of personal data in such third parties' operations. Dialogue.io recommends paying attention to such then-current privacy policies and terms and conditions applicable to processing of personal data by third parties.

### 2. CATEGORIES AND SOURCES OF PERSONAL DATA

- 2.1 Personal data means any information on a private individual and any information on his/her personal characteristics or personal circumstances, where these are identifiable as concerning him/her or the members of his/her family or household. Such personal data processed in context of the Service may include without limitation the name, contact information and user-id of the User and data uploaded by the User to the Service as well as other necessary information collected by Dialogue.io to identify the User and enable the use of the Service.
- 2.2 As a rule, the personal data processed by Dialogue.io is provided by the User in context of the Service. Dialogue.io stores the data when a User signs up for the Service and uses the Service. Dialogue.io may also collect data on the use of the Service for the purpose of developing the Service and disclosing necessary data to Dialogue.io's cooperation partners. Such data shall, however, be anonymized.

### 3. THE PURPOSE OF THE PROCESSING OF PERSONAL DATA

- 3.1 Processing of personal data in the User Register is primarily based on the User's consent. By signing up for the Service or providing his/her data, the User consents to processing of the User's personal data by Dialogue.io as set out in this Privacy Policy.
- 3.2 The personal data stored in the User Register may be used to provide and develop the Service and to communicate with the User. Such communication may include direct marketing, market research or research polls.

- 3.3 Dialogue.io may use subcontractors when providing the Service. When necessary and to the extent required for the provision of the Service, personal data may be transferred outside of the European Union or European Economic Area. In such occasion Dialogue.io shall comply with the requirements of the applicable law concerning such transfer of personal data.

#### **4. COMMUNICATION OF PERSONAL DATA TO THIRD PARTIES**

- 4.1 As a rule, Dialogue.io does not transfer personal data to third parties. Personal data may be disclosed when the disclosure is based on an obligation under the applicable law or a need to defend the legitimate interests of Dialogue.io in accordance with the applicable law, or to the extent otherwise permitted by applicable laws. Further, for clarification, Dialogue.io notes that content and material uploaded by the User to the Service may be disclosed to third parties.

#### **5. QUALITY OF DATA**

- 5.1 Where required by the applicable law, Dialogue.io rectifies, erases or supplements possibly erroneous, unnecessary, incomplete or obsolete data processed in the User Register at the request of the data subject concerned. However, a User is responsible for the validity and quality of the personal data he/she provides to Dialogue.io. A User also is responsible for notifying Dialogue.io of any possible changes in the personal data provided by the User. For such purpose, the User is advised to contact Dialogue.io by using the contact information set out above in this Privacy Policy.

#### **6. DATA SECURITY**

- 6.1 The personal data contained in the User Register is protected against unauthorized access, against accidental or unlawful destruction, manipulation, disclosure and transfer and against other unlawful processing by reasonable technical and organisational measures.

#### **7. COOKIES**

- 7.1 Cookies are files which are received and transmitted by a User's device when the User is using the Service. Dialogue.io may use cookies and similar techniques to provide the Service, to improve its quality and to enhance the user experience. By using the Service and consenting to the use of cookies in his/her browser settings User consents to the use of cookies by Dialogue.io. The User may prohibit the use of cookies by changing the browser settings. This may, however, affect the user experience of the Service.

#### **8. USER RIGHTS**

- 8.1 A User has the right to prohibit Dialogue.io to process personal data stored in the User Register for the purposes of direct advertising, other direct marketing, market research and opinion polls. Dialogue.io advises the User to notify Dialogue.io by using the contact information set out above in this Privacy Policy of such prohibition.
- 8.2 Further, after having supplied sufficient search criteria a User has the right to access the data on him/her stored in the User Register, if any, and to obtain, upon request, a copy of such data. Such request shall be made in a personally signed document which can be addressed to Dialogue.io by using the contact information provided in this Privacy Policy.

## **9. CHANGES TO THE PRIVACY POLICY**

- 9.1 Dialogue.io may update and amend this Privacy Policy and the related information. Dialogue.io recommends that the User regularly accesses the Privacy Policy to obtain knowledge of any possible changes to it. Dialogue.io shall use its reasonable efforts to inform the User of such amendments by posting the changed information and documents at Dialogue.io's website at <http://www.callstats.io> and/or by using its reasonable efforts to inform of the change via email, in the Service or otherwise.