

TELEPORTA TERMS OF USE

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Your use (“You”) of **Platform Teleporta**, products, software, services, the Website <https://www.teleporta.me/> and the technologies integrated therein, the mobile application, and any related applications (collectively referred to as the “**Platform**”) as a general user and except for any services provided to you by the Company on the basis of a separate written agreement or on the basis of the Platform's terms of use applicable to users shall be conducted in accordance with this document (“**Terms**”).

“**Company**” means Teleporta Software Ltd, a company incorporated under the laws of the UAE at: Free Zone DIFC, Unit GA-00-SZ-L1-RT-208, Level 1 Gate Avenue - South Zone, Dubai International Financial Center.

The Company offers you the Platform which allows you to communicate online, participate in online audio and videocall together with one or more other users, translate your speech online, transcribe, timestamp record a call, share files, send messages and organize all information received on the call into easy-to-read call reports that are stored on the Platform and available to you for a certain time.

By clicking/checking the “I agree” button/checkbox, accessing the Website or using the Platform, you agree to be bound by these Terms. If you do not agree or accept all of the provisions of these Terms, please stop accessing and using the Platform immediately. You may use our services only as permitted in these Terms, and you acknowledge our Privacy Policy at <https://teleporta.me/static/privacy.pdf> which is incorporated by reference.

If you are under the minimum age of majority to consent or enter into a contract in your jurisdiction, you may not use or access the Platform.

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1. General Terms and Conditions

1.1. The Platform allows you to interact with other users by participating in online Calls. The Platform is a software that technically connects you with other Users for online communication. The Company does not mediate such communications, nor does it receive payment for organizing such online Calls or derive any economic benefit from any contract or transaction that occurs as a consequence of interaction between the Users.

“Call” is an online meeting conducted on the Platform where the users of the Platform communicate online using audio, video, transcription, translation and other available features.

1.2. You may begin using the Platform through an online registration or order form approved and authorized by the Company (the “Order Form”). Any order placed pursuant to the Order Form is subject to the terms of this Agreement.

1.3. The following user roles exist on the Platform:

“**User**” is an individual, the end user who uses the Platform for communication with others online.

“**Account owner**” is the legal entity or individual who has registered an account on the Platform. The Account Owner is a Supervisor on the Platform. Typically, an Account owner designates one or more people to be Managers or Supervisors in order to manage their account and the accounts of other users who were granted the access to the Platform by the Account owner and may also grant rights to users of the account in question.

“**Manager**” is a user who can attend a call as a guest and is added to the platform on behalf of the Supervisor. The Manager has access to the information and content regarding the Calls that he or she has attended, as well as those Calls created by Supervisors. The Manager cannot share the Call log with a password with any third party.

If the Manager joins a Call after authorization, the Call's folder, including all related information and recordings, becomes accessible to them, allowing the Manager to work with this data in the future.

“**Supervisor**” is a User who can invite new Users to use the Platform, designate them as Managers or Supervisors to manage their accounts and the accounts of other Users within a group to whom the Supervisor has granted the right to use the Platform, and also grant specific rights to Users of the group in regard to that account.

The Supervisor can organize calls, add a logo to the company, and change the description of the company.

The Supervisor has access to the information and content regarding the Calls which he or she has organized in which other users have participated and Calls created by Managers and Supervisors who are in the same group with the Supervisor. The Supervisor can share the Call log with the password with any third party.

1.4. The Company does not:

- Make any kind of representation or warranties, either express or implied, as to the suitability, reliability, capability, experience or qualifications any Users you may communicate with at the Platform;
- Participate in the Calls on your behalf;
- Act as your agent for tax, migration, legal and other purposes;
- Make any warranties or representations about you or any of your information, either to you or other Users, Managers, Account owner or any third parties;
- Distribute or designate roles (Manager, Supervisor) with the groups of Users;
- Control the way you participate in the Calls.

1.5. Sometimes we release products and features that are still being tested and evaluated. Pre-release services, and related documentation, materials, and information (collectively referred to as the “**Beta Services**”) available to you from time to time for the purpose of providing the Company with feedback on the quality and usability of the Beta Services. Beta services are referred to as “alpha”, “beta”, “preview”, “preview versions” or “evaluations” (or by words and phrases of similar meaning) and may not be as reliable as other services. You understand and agree that your use of the Beta Services is solely for testing

and evaluation purposes in connection with the Company service and will not be used for any commercial purposes. During your participation in the Beta Services, the Company is not obligated to provide you with any maintenance, technical or other support for the Beta Services. You acknowledge that the Company has no express or implied obligation to announce or make available a commercial version of the Beta Services to anyone in the future. Should a commercial version be made available, it may have features or functionality that are different from those found in the Beta Services. Beta Services are confidential until officially launched. If you use any Beta Services, you agree not to disclose any information about those Beta Services to anyone else without our permission.

1.6. The Platform may be implemented using machine learning systems with features and implementations designed to generate statistics, calibrate data models, and improve algorithms in the course of processing Users Data (“Machine Learning”). Nothing in these Terms prohibits the Company from using such Machine Learning for testing, tuning, optimizing, validating, or otherwise enhancing the analytics, models, or algorithms underlying the Platform. Nothing in these Terms gives you any rights in or to any part of the Platform or the Machine Learning generated by the Company or the Machine Learning generated in the course of providing the Platform.

2. Account

2.1. When you register for an account, you may be required to provide us with some information about yourself, such as your name, email address, company name or other contact information. If you create an account on behalf of an entity, such as your business or employer, you represent that you have the legal authority to bind that entity to these Terms. You agree that the information you provide to us is accurate and that you will always keep it correct and up to date. When you sign up, you will be prompted to enter your password. By creating an account, you agree to receive notifications from the Company at the e-mail address specified by you.

2.2. If you have not received a confirmation email about the registration of your account to the email address you specified, please contact us: hello@teleporta.me

2.3. To create an account or otherwise use the Platform you must be at least thirteen (13) years old or the appropriate age of majority in your jurisdiction, whichever is greater. If you do not know whether you have reached the age of majority where you live, or do not understand this section, please ask your parents or legal guardian for help. Your access may be terminated without warning if we believe that you are under the age of majority or are otherwise ineligible.

2.4. You agree to receive push notifications, which are messages the Platform sends you. You can turn off notifications by visiting your mobile device’s “settings” page or by changing the settings in your browser.

2.5. To use many of the Platform services, you will need an internet connection and/or data/cellular plan. You might also need additional equipment, for example, a headset (headphones), camera and/or microphone. You are solely responsible for providing any connections, plans, and equipment required to use the Platform services and for paying the fees charged by the provider(s) of your connections, plans, and equipment. Those fees are in addition to any fees you pay us for the Platform services and the Company will not reimburse you for such fees.

2.6. You are responsible for all activities that occur under and in your account, including unauthorized activities (without your consent). You shall ensure that your account credentials are confidential. If you become aware of unauthorized access to your account, you shall change the password and notify us immediately. The Company may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating User accounts. Under no circumstances will the Company be liable in

any way for any data or other content viewed while using the Platform, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

3. Payment for using the Platform

3.1. Using the Platform can be free of charge or chargeable. Before you pay any fees, you will have the opportunity to review and accept the fees charged to you, for example, in Order Form. Fees for using the Platform do not constitute a fee for participating in online communication.

The fees for Platform services may vary depending on the subscription term, total amount and/or duration of all Calls, call duration, number of Managers and Supervisor, duration of transcription, the amount of information stored, storage duration, number of Calls reports, number of groups, number of Supervisors, number of Managers and other parameters. Please check the subscriptions plan before paying for the subscription. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, your access to your account can be limited. If you have a corporate account for your legal entity, access to the accounts of all your employees can be limited until the subscription is fully paid under your subscription plan.

3.2. You agree that the Company may charge your credit card or other payment mechanism selected by you and approved by the Company all amounts due for the use of the Platform, including taxes and fees, setup fees, subscription fees or any other fee associated with the account. When you purchase the Platform services on a subscription basis (e.g., monthly, yearly), you agree that you are authorizing recurring payments, and payments will be made to the Company by the method and at the recurring intervals you have agreed to, until the subscription for the Platform service is terminated by you or by the Company. To stop being charged, you must cancel your Platform services before the next billing date. You can check information regarding your subscription plan in your account.

3.3. The Company may receive payments through Stripe <https://stripe.com/>. You acknowledge and agree that when using the Stripe service on the Platform, you will comply with Stripe's end user license agreement in respect to your use of the Stripe service. Nevertheless, before paying, we recommend you review the terms and conditions of the payment provider that you are using to understand your rights and responsibilities with that payment provider. In all cases, Users will be redirected to the payment service provider's website to authorize the payment. Thus, the Company does not collect any payment information, such as credit card details, and is notified only after the payment has been successfully completed. We shall not be liable to any person if Stripe or any other payment processor is not able to deduct or deposit any amount due to insufficient funds or incorrect bank account details.

3.4. You may cancel or terminate your use of the Platform with or without cause. If you terminate your use of the Platform prior to the end of the term or subscription term, you are responsible for all charges for any remaining time left on the term as if you remained a customer through the end of the then-current term, including, without limitation, outstanding charges, unbilled charges, taxes, and fees, including any applicable disconnection fee. In addition, you will not be entitled to a refund for any unused portion of prepaid term charges.

3.5. If we owe you a payment, you are responsible for any taxes and charges you may incur as a result of this payment to you.

3.6. The Company may change the prices, the procedure for determining them at any time, including the transition from free provision of certain functions on the Platform to paid, however, subject to prior notice by the Company and the ability to opt out of your use of Platform's paid features.

3.7. Prices for the Platform use are displayed either with or without indication of any applicable fees, taxes and charges, depending on the section you are viewing. If the fees you pay do not include federal, state, local and foreign taxes, duties, tariffs, fees, charges, deductions and similar charges, then you agree to be responsible for the payment of all such additional fees.

3.8. From time to time upon the Company's sole discretion, the Company may offer you promotions or discounts. You shall not be entitled to a subsequent credit for such promotions or discounts if you do not request such credit at the time of account creation or change of service. Promotions and/or discounts may not be used cumulatively or be used for the Platform services retroactively. If a promotion and/or discount is offered on a confidential basis, by accepting these Terms you agree not to disclose the promotion and/or discount and to assume full responsibility for any harm, direct or indirect, caused to the Company by the disclosure of the promotion and/or discount.

3.9. If you are taking part in any trial-period offer, you may be required to cancel the trial use of the Platform within the timeframe communicated to you when you accepted the offer in order to avoid being charged to continue the use of the Platform at the end of the trial period.

4. Acceptable Use Policy

4.1. The Platform may allow you to view all of your Calls, cancel Calls, translate your speech online, transcribe your Call which means to convert an audio recording of your Call into text. You can also share, upload content such as videos, recordings, images, text and other files of different format ("Users Data"), and also view the content that has been shared by other Users with you earlier. We store the date of the Call, call duration, list of Call participants, Call name, Call description, tags, messages sent during the Call, information on the time and duration of User's participation in the Call, audio recording of the Call, transcription of the Call, files sent during the Call, timestamps, comments made by Users during the Call.

4.2. The Platform may allow the Manager to view the information about the Users participating at the Calls and the Calls which the Users (not Managers) of the entity have conducted, performed and cancelled, and the Users Data shared among such users. The Manager may listen to the audio recordings, read the transcription of the Calls, view the Users Data that has been shared by the Users during the Calls which the Manager was not a party to and view the information regarding the Users who have participated in the Call. You acknowledge and agree that your message files and voice recordings will be available to third party. Any Call report after the Call can be transformed by the Manager into a shareable, by creating a password and a link. Anyone who the Manager has shared the link and password with will have access to the Call report, files, text messages (etc). The Manager can do so for quality control purposes or share with participants on the Call or a team member on the Platform "Teleporta". People who don't have a unique link and password won't be able to pick it up or get into the protocol. The Company and the Platform stores information carefully and securely and avoids leaks.

4.3. We will not view, access or process any of your Users Data, except: (x) as authorized or instructed by you or your Users in this Terms or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request. The Company may remove or restrict access to or availability to any Users Data or account that it believes violates these Terms upon its sole discretion without prior notices.

4.4. You are also aware that the Company does not control, track, moderate Users using the Platform. Consequently, the Company does not hold any responsibility in connection with the User's activities, including, without limitation, legal capacity or the ability to complete the transaction and pay the associated costs.

4.5. The Platform may provide a feature that allows the Manager to record Calls, store and download recorded Calls. You shall be aware that you are solely responsible for complying with all applicable laws

in the relevant jurisdictions while using recording functionality. We disclaim all liability for your recording of audio or shared data, and you agree to hold us harmless from damages or liabilities related to the recording of any audio or data. You acknowledge and agree that you are solely responsible for providing any notices to and obtaining consent from individual(s) in connection with any recordings of the Calls as required under applicable law.

4.6. Depending on your role (Supervisor, Manager or User), you can use the Platform's transcription feature. You can use it only after accepting these Terms. Please note that the accuracy and quality of the transcription is significantly influenced by the quality of the audio/video material and the recording conditions (such as the quality of the microphone). The Company does its best to ensure that the transcription of your audio files from your Calls is accurate. The Company is not liable for any direct or indirect damage related to possible errors or total or partial termination of the service, and you may use the transcription feature at your own risk.

4.7. Depending on your role (Supervisor, Manager or User), you can use the Platform's translation feature. You can use it only after accepting these Terms. The Platform may allow you to translate your speech online into the text in selected language so that other Users understand what you are saying immediately. Please note that the accuracy and quality of online translation is significantly influenced by the quality of the audio/video material and the recording conditions (such as the quality of the microphone). The Company does its best to ensure that the translation of your speech during the Calls is accurate. The Company is not liable for any direct or indirect damage related to possible errors or total or partial termination of the service, and you may use the translation feature at your own risk.

5. Third Party Services

5.1. The Platform uses third-party software products which can be provided to you free of charge by the third-party software under a license obtained by the Company or for an additional fee.

5.2. If a third-party software product is provided for an additional fee, you will be notified first. The right to use the third-party software product will be granted to you after payment of the cost of use.

5.3. Additional third-party terms and conditions may apply to your use of certain features or software products, so read them carefully.

5.4. We may engage third-party services for analytics, to collect and analyze data on user behavior on our website. This data may include mouse movements, actions taken on the page, viewed pages, and system errors. The purpose of using such third-party services is to enhance our service and continually improve the stability and performance of our system. The transmission of data to third parties is conducted in accordance with our Privacy Policy and Third-Party Data Usage Policy.

6. Users Data

6.1. "Users Data" means any files, documents, image, profile picture, messages, recordings, chat logs, transcripts, and similar data that we maintain on your or your Users' behalf, as well as any other information you or your Users may upload to your Service account in connection with the Platform.

6.2. We do not use your Users Data in marketing or advertising campaigns.

6.3. You acknowledge and agree that the Company acts merely as a passive conduit and/or host for the uploading storage and distribution of such Users Data. Any views expressed by other users on the Platform do not represent our views or values. We cannot and do not review the Users Data created or uploaded by Users, and neither we nor our subsidiaries, affiliates, successors, assigns, employees, agents, directors,

officers and shareholders has any obligation, and does not undertake or assume any duty, to monitor the Platform for Users Data that is inappropriate, that does not or might infringe any third-party rights.

6.4. However, the Company reserves the right to remove, block or correct content uploaded by you that violates these Terms upon its sole discretion and without prior notice, restrict you to access to the Platform.

6.5. You represent and warrant to the Company that the Users Data provided by you: (i) belongs to you, or you otherwise have the right to grant the license set forth herein; (ii) does not infringe the rights of any third party, including any intellectual property rights, rights of confidentiality or rights of privacy; (iii) does not imply any affiliation, endorsement, approval or cooperation on the part of the Company or any artist, group, label, entity or person without the express written consent of such person or entity; and (iv) comply with all applicable laws and these Terms. You agree to pay all royalties, fees and any other monies due to any person or entity in relation to any Data provided by you at or through the Platform.

6.6. You agree not to transmit via the Platform any Users Data that, in the reasonable opinion of the Company:

- Is objectively offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- Investigates or promotes the persecution of another person;
- Exploits people in a sexual or violent manner;
- Contains nude, overly violent or offensive or contains a link to an adult website;
- Constitutes information that creates or poses a threat to the privacy or security of any person;
- Promotes information that you know is false or misleading, or promotes illegal activity or conduct that is offensive, threatening, obscene, defamatory or libelous;
- Promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent the manufacturer's anti-copy protection devices, or provides pirated music or links to pirated music files;
- Promotes any criminal activity or enterprise, or provides for instructional information about illegal activities, including, but not limited to, the manufacture or purchase of illegal weapons, the violation of someone's privacy, or the provision or creation of computer viruses;
- Asks for passwords or personally identifiable information for commercial or illegal purposes from other Users;
- Includes any form of User tracking, commercial activity and/or sales without the prior written consent of the company, such as contests, sweepstakes, barter, advertising or pyramid schemes;
- Violates the rights of privacy, publicity, copyright, trademark rights, contractual rights or any other rights of any person.

6.7. By agreeing to these Terms, you are agreeing that, when using the Platform, you will follow these rules:

- Do not do anything illegal;
- Do not infringe upon the rights of others;

- Do not engage in activity that is fraudulent, false or misleading;
- Do not circumvent any restrictions on access to or availability of the Platform;
- Do not engage in any activity that exploits, harms, or threatens to harm children;
- Do not help others break these Terms.

6.8. You are solely responsible for all of the Users Data that you upload, post or distribute to, on or through the Platform, and to the extent permissible by law, we exclude all liability with respect to Users Data and the activities of Users.

6.9. You grant the Company a non-exclusive fully paid-up and free license to process Users Data solely for the operation and maintenance of the Platform in accordance with the Terms.

6.10. If you stop using the Platform, you acknowledge that the Company has the right to continue to use the Users Data and may continue to display the username along with the Users Data in accordance with the rights granted above.

6.11. If you request the deletion of personal data, (i) the personal data will be anonymized by replacing the username with generic data, and (ii) the Company has the right to continue to use this anonymous data in accordance with the rights granted above.

6.12. The Company may store audio, video and chat history. By using the Platform, you grant the Company consent to store recordings of any Calls, store audio and chat history on the Call. If the recording function is enabled, you will receive a notice (visual or audial) first and will see a recording icon on your screen (a red circle).

If you do not consent to being recorded, you can choose to leave the Call. Please note that some jurisdictions require the consent of every party to a phone Call or conversation to make the recording lawful, this is called “two-party consent”. Therefore, whether a jurisdiction requires one or two-party consent to Call recording, it is best practice to obtain consent from all parties on the Call.

6.13. You agree that the Company has no responsibility or liability whatsoever for the deletion or failure to store any Call log information, voicemails, faxes, emails, messages, and/or other communications maintained or transmitted by the Platform. You acknowledge and agree that the Platform may establish limits as to the size of communications that the Platform transmits or stores and the duration for which the Platform stores any communications.

6.14. When using the Platform, you may view “Third Party Content”. **“Third Party Content”** means content provided by third parties, Users of the Platform, including, but not limited to, links to the web pages of such parties that may be submitted through the Platform. We do not control, endorse or accept (unless otherwise expressly stated by us) any Third-Party Content and are not responsible for Third-Party Content, including, without limitation, the content that may be misleading, incomplete, erroneous, offensive, obscene or otherwise objectionable. In addition, your business relationship or correspondence with such third parties is conducted solely between you and the third parties. We shall not be liable for any loss or damage of any kind incurred as a result of any such transactions, and we understand that your use of Third-Party Content and your interactions with third parties are at your own risk.

6.15. We may receive your information from services you integrate with the Platform. If you provide third-party account credentials to us, you understand some content and/or information in those accounts ("Third Party Account Information") will be transmitted into your account, and that Third Party Account Information transmitted to our Platform is covered by this Privacy Policy. Further, our products may request permissions to take actions on your behalf using your third-party account credentials.

7. Limited license

7.1. Unless determined otherwise, the Company hereby grants you a non-exclusive non-transferable non-sublicensable and revocable license to access the Platform for personal use and solely in accordance with the information set in these Terms describing the features, functions, operation and use of the Platform.

7.2. You may not use the Platform for commercial purposes, broadcast, provide on a fee basis or otherwise publicly reproduce without the express prior permission of the Company.

7.3. The license is governed by the Terms and does not include or permit: (a) to make the Platform available, distribute, sell or sublicense the Platform to a third party, (b) use the Platform on behalf of or make any product or service available to any third party, (c) use the Platform to develop a similar or competing product or service, (d) clean, mine, reverse engineer, decompile, disassemble or seek to access the source code from the Platform, except as expressly permitted by applicable law (and then only with prior written notice to the Company), (e) modify or create derivative works of the Platform or copy any the Platform element (other than authorized copies of the software), (f) remove or obscure any notices of ownership of the Platform (g) interfere with Platform's work, circumvent its access restrictions or conduct any security or vulnerability tests of the Platform, (h) transmit any viruses or other harmful material to the Platform, (i) engage in any fraudulent, misleading, illegal or unethical activities related to the Platform, or (j) use the Platform to store or transmit material that contains offensive, violent, pornographic, adult, obscene, unlawful, defamatory, discriminatory, derogatory, inappropriate or racially or morally offensive topics or content.

7.4. Unless stated otherwise, all materials, including, but not limited to, logos, trade names, images, designs, photographs, video clips, and written and other materials that appear as part of the Platform, are copyrights, trademarks, service marks and/or other intellectual property, whether registered or unregistered, owned, controlled or licensed by the Company. Nothing in the Platform shall not be construed as granting, by any implied or express license or right to use any intellectual property displayed or used on our Platform without the prior written consent of the Company.

7.5. The Company does not grant any rights or licenses not expressly set forth in these Terms. Except for the rights of use in these Terms, the Company and its licensors retain all intellectual property rights and other rights at the Platform, the Website and related technologies, templates, formats and information panels of the Company, including any changes or improvements to these elements made by the Company. Except as expressly provided in these Terms, the Platform may not be copied, modified, reproduced, republished, posted, displayed, transmitted, sold, offered, distributed or disclosed in any way, and the User may not create any derivative works on the Platform without our prior written consent.

7.6. We may provide links to other websites or resources. As we do not control such websites and resources, you acknowledge and agree that the Company is not responsible for the availability of such external websites or resources and does not endorse and is not responsible for any content, advertising, products or other materials available on such websites or resources. You also acknowledge and agree that we shall not be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such third-party website or resource.

8. Disclaimer

8.1. The Platform and our Website are operated by us on an "AS IS", "as available" basis, without any representations or warranties of any kind. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or for other reasons beyond our control (such as labor disputes, acts of God, war or terrorist activity, malicious damage, accidents or compliance with any

applicable law or government order). The Company is not responsible or liable for any failure to perform or delay in performing its obligations under these Terms to the extent that the failure or delay is caused by circumstances beyond Company's reasonable control. The Platform, confidential information and all other information and materials are provided "AS IS" and without warranty of any kind. The Company and its licensors expressly disclaim all warranties, express, implied, statutory or otherwise, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with respect to the Platform, Content, Data, security of information transmission. The Company does not warrant that the Platform will meet the requirements and that the operation of the Platform will be uninterrupted or error-free, or that defects in the Platform will be corrected. In addition, the Company does not warrant or make any representations regarding the use or results of the use of the Platform or related documentation as to their correctness, accuracy, reliability, timeliness or otherwise. No oral or written statements made by the Company, or its agent create a warranty or in any way increase the scope of that warranty.

8.2. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL THE COMPANY, ITS AFFILIATES, BRANCHES, SUBSIDIARIES, DISTRIBUTORS, EMPLOYEES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE OF ANY KIND INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY YOU TO COMPANY IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. THE COMPANY SHALL NOT BE HELD LIABLE FOR ANY DAMAGES CAUSED BY YOUR ACTIONS OR OMISSIONS. THE COMPANY SHALL NOT BE LIABLE FOR ANY DATA DISTRIBUTED BY YOU THROUGH THE PLATFORM FOR THE SERVICES PROVIDED BY ANY USERS. FOR THE AVOIDANCE OF DOUBT, THE COMPANY WILL NOT BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY CONTENT, DATA OR INFORMATION uploaded TO OR UPLOADED OR THROUGH THE PLATFORM, OR IF CONTENT, DATA OR INFORMATION IS LOST, DAMAGED OR EXPOSED TO UNINTENTIONAL THIRD PARTIES. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, WARRANTIES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS FULLY OR PARTLY MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE FOREGOING DISCLAIMERS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

No content stored and shared through the Platform by any Users reflects the Company's opinion or view on any issue. We are not responsible for the opinions or views expressed by other Users of the Platform and any third parties.

8.3. To the fullest extent allowed by applicable law, you agree to indemnify and hold the Company, its officers, directors, employees, agents, licensors, licensees, suppliers and affiliates harmless from and against any and all claims, actions or demands, liabilities, costs and settlements, including, without limitation, legal and accounting fees, arising out of or alleged to arise out of your breach of the Terms or representations and warranties thereof, and related to the use of the Platform and any content, products or services obtained on or through the Website. You shall cooperate to the extent reasonably required to protect the Company from any such claim. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification on your part, in no event

will any matter be resolved without the prior written consent of the Company. You agree to reimburse the Company for any costs or fees associated with enforcing these Terms, including, without limitation, expert and attorney fees regularly charged by experts and legal advisors selected by the Company. As some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

8.4. By accepting the Terms, you fully and unconditionally release the Company, our officers, directors, employees and agents from any claims, demands and damages (actual or indirect, direct or indirect), known or unknown at the present time, of any kind and nature relating to, arising out of or in any way connected with:

- Dispute between Users;
- The information or content provided via the Platform, without limitation, any allegations that such information or content infringes any intellectual property rights, copyrights;
- The User's obligations in the Platform, including, but not limited to, the legal capacity of Users, the ability to complete a transaction or pay related costs.

8.5. The Company does not warrant that any materials sent through the Platform are accurate, complete or current. The Company may make changes to the materials contained on the Platform at any time without notice. However, the Company assumes no obligation to update the materials. Any information transmitted through the Platform is the sole responsibility of the person from whom such information originated, and you access all such information at your own risk. The Company is not liable for any errors or omissions in that information or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the information or what actions you may take as a result of having been exposed to the information, and you hereby release us from all liability for you having acquired or not acquired information through the Platform. We do not guarantee the identity of any Users with whom you interact in using the Platform and are not responsible for which Users gain access to the Platform.

8.6. With respect to its advertising, offering, or sale of applications, services, or any other products (collectively, "Service(s)"), the Company attempts to describe its products as accurately as possible. Nevertheless, the Company does not warrant that any descriptions, pricing, availability, or other information relating to the advertising, offering, or sale of Services (collectively, "Service Information") from its website, marketing materials, promotional flyers, advertisements, or other printed or electronic materials is accurate, complete, reliable, current, or error-free. Despite our efforts, it is possible that Service Information may be mispriced, described inaccurately, or that the Services may be unavailable. In the event the Company determines that a Service is mispriced, described inaccurately, or unavailable, the Company reserves the right to take any action it deems reasonable and necessary to rectify the error, including without limitation, canceling your account or subscription to the Services. You agree to notify the Company immediately if you become aware of any pricing or descriptive errors or inconsistencies with any Services you order through the Service Materials and comply with any corrective action taken by the Company.

8.7. The Company is not responsible for the unauthorized recording of a call and its further sale/use.

9. Electronic notifications

9.1. You agree to receive electronically all Communications from the Company. You agree that the Company may provide these Communications to you by posting them on the Platform. "**Messages**" means any and all communication, agreement, document, receipt, notice and disclosure that may be addressed to the User by the Company from time to time.

9.2. We may send you emails for operational purposes. We may also send emails concerning our products and services, as well as those of third parties.

9.3. By registering with the Platform, you agree to receive any information materials that the Company may wish to communicate with you. Information materials mean advertising, marketing, information and any other type of electronic mailing or other distribution that may be addressed to the User by the Company from time to time. The Company may also notify you of the scheduled Calls in advance.

9.4. You may withdraw your consent to receive electronic information materials by sending a notice to the Company.

9.5. You are responsible for ensuring that your email address is up to date so that the Company can communicate with you electronically. You understand and agree that if the Company sends an email to you, but you do not receive it because the email address you have indicated is incorrect, outdated, blocked by your service provider, or you are otherwise unable to receive emails, the Company will be deemed to have provided you with the Message.

10. Governing law

10.1. If you are not happy with the Platform for any reason, please contact us hello@teleporta.me first so that we can try to resolve your concerns without the need of any outside help.

10.2. These Terms and any disputes arising out of or relating to your use of the Platform shall be governed by the laws of the laws of the United Arab Emirates, Dubai and DIFC free zone.

10.3. This Agreement shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre (DIFC). Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the DIFC Courts.

10.4. You may resolve any disagreement between you and the Company only on an individual basis and must not sue on behalf of another person, act as a plaintiff in a class action, joint or class representative lawsuit.

11. Term and termination

11.1. These Terms shall be effective from the moment the User registration on the Platform or until otherwise terminated as set forth herein.

11.2. Each Order Form will specify your Initial Subscription Term and any applicable Renewal Term for the Services. Unless your Order Form expressly states otherwise or applicable Law prohibits automatic renewal, each Renewal Term for the Services will begin automatically at the end of the then-current Initial Subscription Term or Renewal Term, as the case may be, unless either party provides written notice of termination or modification.

11.3. You can terminate at any time, for any reason, by canceling your account and ceasing to use the Platform, per the instructions on the Platform. The Company also reserves the right to terminate a free account at any time or for any violation of these Terms. If you cancel your subscription your cancellation will take effect the following month and you will still be charged the fee for the current month. No refund will be available for any remaining days in the month.

11.4. If you live in the EU, UK, Canada or Turkey, you are entitled to get your money back if you cancel your subscription within fourteen (14) calendar days of purchase.

11.5. Upon termination or expiry for any reason:

- All rights granted to you under this Terms shall cease;
- You must cease all activities authorized by this Terms; and
- You must immediately delete your account and cease using the Platform and certify to us that you have done so.

11.6. Please note once you have deleted your account, we shall not be able to recover your files so please download all transcripts and files before you delete your account.

11.7. Any provision of this Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Terms shall remain in full force and effect.

12. Changes to the Terms

12.1. The Company reserves the right at any time to change, suspend or discontinue the provision of the Platform or any part thereof, or to change prices for all or part of the Platform in its sole discretion with or without notice. However, the Company will use commercially reasonable efforts to notify you of the modification, suspension or discontinuance of the Platform or price changes, or by sending an email to the email address provided upon registration. If you object to any such changes, your only option will be to discontinue your use of the Platform. Continued use of the Platform upon notification of any such changes will mean the User's acceptance of such changes. You agree that the Company will not be liable to the User or any other party for any termination of access to the Platform.

12.2. From time to time, the Company may release new releases, changes or enhancements to the Platform available to you free of charge or for a fee.

13. General

13.1. These Terms contain the entire agreement and supersede all prior and related understandings between the parties with respect to the Platform.

13.2. In the event of any conflict between these Terms and any other agreement you may have with the Company, the terms of that other agreement will prevail only if these Terms are specifically identified and declared superdefinable by such other agreement.

13.3. Our failure or delay in exercising any rights, powers or privileges under these Terms shall not constitute a waiver therein. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect.

13.4. You and the Company are each other's independent contractors; neither party is an agent, partner or participant in a joint venture. This Terms bind the parties and their successors, personal representatives and permitted successors and assigns.

13.5. You will not assign or otherwise transfer this agreement or any of your rights and obligations under this Terms, without our prior written consent. Any assignment or transfer in violation of this Section 13.5 will be void. We may assign the agreement with you without your consent (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for the Company as a party to this Terms and Company is fully released from all of its obligations and duties to perform under this Terms. Subject to the foregoing, this Terms will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

13.6. The Company and those acting on our behalf may send you text (SMS) messages at the phone number you provide us. These messages may be used for two factor authentication. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier and the Company is not responsible for these charges.

14. Contact us

If you have any questions or concerns about the Platform, please click the Contact us link on the Website or send us an email at hello@teleporta.me.