

Terms of use

1. GENERAL

By installing the Application (as defined below), you agree to be bound by these terms of use (“appterm”). Please review them carefully before installation and/or acceptance.

2. DEFINITIONS

The “Application” shall mean the software provided by AVO to offer services related to mobile calls’ services, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

3. DATA PROTECTION

Any personal information you supply to AVO when using the Application, will be used by AVO in accordance with its Privacy Policy.

4. PROPRIETARY RIGHTS AND LICENCE

4.1. All trade marks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by AVO or by AVO licensors.

4.2. AVO hereby grants you a worldwide, non-exclusive, royalty-free revocable license to use the Application for your business and personal use in accordance with these appterm.

5. CONDITIONS OF USE

5.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; or (iii) create derivative works of the Application of any kind whatsoever.

5.2. The rates for the AVO Services are published on the Site. AVO reserves the right to change the rates at any time without notice. If you do not wish to accept such adjustment of rates, you are entitled to terminate the Account with effect from the date on which the adjustment of rates would become effective. You agree that by continuing to use the AVO Services, following the adjustments of the rates, you accept such adjustments.

5.3. You acknowledge that the terms of agreement with your respective mobile network provider (‘Mobile Provider’) will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the

duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

5.4. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

5.5. If your Device is stolen or if you become aware of unauthorized use of the AVO Services you must notify us immediately to suspend the AVO Services. You are responsible for all charges to your account with AVO ("Account") until the AVO Services are suspended.

5.6. In order to purchase credits for the AVO Services and to charge your Account you shall pay AVO the rates as stated on the Site. Payments are either made manually by you or through the automatic recharge function activated by you. The automatic recharge function means that when your Account balance is below a certain level, your Account will be automatically recharged with a certain pre-selected amount. Unless stated otherwise, all rates and charges shall be stated in Euros (EUR currency) and shall be exclusive of value added taxes (VAT) or any other applicable taxes or fees.

6. EMERGENCY CALLS

The AVO Services do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind and AVO is not liable in any manner for such calls. In the event that, with your permission, another user uses your Account, you are responsible to inform that user that it is not possible to support or carry emergency calls with the AVO Services.

7. AVAILABILITY

7.1. This Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. AVO will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside AVO reasonable control.

7.2. AVO, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

8. SYSTEM REQUIREMENTS

8.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ('Software Requirements').

8.2. The Software Requirements are as follows: Apple iOS devices running iOS 7.0 and up.

8.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

9. TERMINATION

9.1. AVO may terminate use of the Application at any time by giving notice of termination to you.

9.2. Upon any termination, (a) the rights and licenses granted to you herein shall terminate; (b) you must cease all use of the Software;

10. LIMITATION OF LIABILITY

10.1. In no event will AVO be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or access to the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

10.2. AVO is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

10.3. Nothing in these Appters shall exclude or limit AVO's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

10.4. If you are residing in a jurisdiction where it is prohibited by law to offer or use Internet telephony or the AVO Services, you may not enter into this Agreement

11. DISCLAIMER OF WARRANTIES

11.1. To the maximum extent permitted by law, and for the avoidance of doubt, AVO hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.

11.2. AVO does not make any express warranty regarding the AVO services and disclaim any implied warranty, including any warranty of merchantability, satisfactory quality, or fitness for a particular purpose; however AVO shall endeavor to provide the AVO services with minimum disruptions. AVO cannot guarantee that the AVO Services will always function without disruptions, delay or other imperfections.

11.3. AVO is not liable under any circumstances for your inability to use AVO services, because your phone doesn't allow to insert other sim-cards in accordance with your mobile carrier rules.