

## Terms of Use

**Last updated: 3<sup>th</sup> September 2021**

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using iNumber mobile application ("Software") and other services including the Software (collectively, "Services") operated by iNumber. ("iNumber", "us", "we", or "our").

Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Services.

By accessing or using the Services you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Services.

### **1. How this Agreement Works.**

#### **1.1 Eligibility.**

You may only use the Services if you are (a) over 13 years old and (b) allowed by law to enter into a binding contract.

#### **1.2 Privacy.**

The Privacy Policy governs any personal information you provide to us. By using the Services you agree to the terms of the Privacy Policy.

#### **1.3 Availability.**

Pages describing the Services are accessible worldwide but this does not mean all Services or service features are available in your country, or that user-generated content available via the Services is legal in your country. We may block access to certain Services (or certain service features or content) in certain countries. It is your responsibility to make sure your use of the Services is legal where you use them. Services are not available in all languages.

## **2. Use of Service.**

### **2.1 License.**

Subject to your compliance with these terms and the law, you may access and use the Services. The Software is licensed, not sold, only in accordance with these terms.

Certain components of the Service and Software are subject to separate license terms, including “free” or “open source” software (“Separately Licensed Code”). As required by the terms of the relevant Separately Licensed Code licenses, iNumber presents the list of such products and the modifications we made to it.

The components of software referenced on this page have been provided under one or more open source licenses, and the list is complete to the best of our knowledge. If you believe any additional products should be provided under the applicable open source license, please contact us at [support@inumber.net](mailto:support@inumber.net) and provide in detail the product or code module in question.

### **2.2 Intellectual Property.**

The Service and its original content, features and functionality are and will remain the exclusive property of iNumber App. and its licensors. The Service is protected by copyright, trademark, and other laws of all countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of iNumber.

### **2.3 User-Generated Content.**

You are solely responsible for your use of our services and for any content, information, messages and any other content that you create via our services, whether privately transmitted or made publicly available (together, “User Content”). You retain ownership of your User Content.

Any content you make by using our services are stored locally in your phone and are not stored in or will not be uploaded to our services/server.

You understand and agree to comply with all applicable laws in relation to your use of our services and User Content.

You shall at all times ensure that your User Content does not:

(a) contain any content, information or material that infringes the rights of any third party including copyright, trademark right, confidential information or rights of privacy;

(b) violate any applicable laws;

(c) contain any content or material that is offensive, abusive, defamatory, libellous, derogatory, bullying, discriminatory, obscene, violent, sexually explicit, indecent, which promotes or encourages violence, terrorism or any other illegal acts or which is likely to harass, upset, embarrass, alarm, inconvenience or annoy any person;

(d) in any way promote or incite anyone to commit or assist in any unlawful or criminal activity or anti-social behaviour, or encourage activities which could endanger the safety or wellbeing of others;

(e) identify any person without their consent, or the consent of their parent or legal guardian if they are under 18 years of age;

(f) disclose anyone's personal contact details or invade their privacy;

(g) contain any viruses or other malicious or harmful programs.

## **2.4 Restrictions and Requirements.**

You understand and agree that you will not do or attempt to do, or cause any third party to do or attempt to do, any of the following in connection with your use of our services:

(a) Use our services or User Content available on our services in a way other than as expressly permitted by these Terms and the normal functionality of our services;

(b) use our services for any illegal purpose, in an unlawful manner or in any manner inconsistent with these Terms;

(c) use our services in a way that could damage, disable, overburden, impair or compromise our services, our systems or security or interfere with other users;

(d) use any program or other means, including but not limited to scripts, spiders and robots, whether manually or automatically, to extract, download, index, mine, scrape, reproduce or circumvent the presentation, operation or intended use of our services or any features or functions of it;

(e) copy, modify, decompile or otherwise interfere with any part of our services;

(f) make alterations to, or modifications of, the whole or part of our services, or permit our services or any part of it to be combined with, or become incorporated in, any other programs;

(g) hack into, or insert malicious code, including viruses, or harmful data, into, our services;

(h) rent, lease, sell, sublicense, assign, or transfer your rights in the Software, or authorize any portion of the Software to be copied onto another's device;

(i) infringe our intellectual property.

## **2.5 Links To Other Websites.**

Our Service may contain links to third-party web sites or services that are not owned or controlled by iNumber.

iNumber. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that iNumber Inc. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

## **3. Payment Policy.**

### **3.1 Overview of Subscription Plans and Payments.**

You may access parts of Services for free, and other parts of Services require payment of subscription fees. This Payment Policy applies to users who have purchased our subscription plan to access the Services online or through a mobile application, and to individuals whose payment details have been used to purchase the Services.

We offer different types of plans and the specific pricing terms applicable to you may vary depending on promotions, the type of subscription and the term you select at the time of purchase (e.g., monthly, yearly). In addition, some of our subscription plans renew automatically, as described in more detail below. If you have questions regarding your plan following your purchase, please refer to your Apple ID page and the confirmation email sent to you after your purchase.

Both our mobile and online subscription plans are billed in one payment for the term. This means, for example, that if you purchase a monthly plan, you will be charged for the full months payment each month; if you purchase a yearly plan, you will be charged for the entire year at one time; and if you purchase a lifetime plan, you will be charged for the entire lifetime plan amount at one time. Please note that we may use a third-party payment processor to facilitate your payments.

### **3.2 Refund.**

Please note that if you purchase a subscription through the Apple iTunes Store or our iPhone or iPad applications, the sale is final, and we will not provide a refund. Your purchase will be subject to Apple's applicable payment policy, which also may not provide for refunds.

### **3.3 Auto-renewal Subscription Policy.**

If you choose to purchase a subscription with automatic renewal, payment will be charged to your iTunes account, and your account will be charged within 24-hours prior to the end of the current period. Auto-renewal may be turned off at any time by going to your setting in the iTunes store after purchase.

The date that your subscription will automatically renew is provided on your Apple ID page and in the payment confirmation email sent after your initial purchase. You may cancel automatic renewal at any time before that date by through your Apple ID account page. This will stop future subscription charges from accruing to your account. We do not offer refunds for renewal payments for subscriptions.

### **3.4 Pricing Change Policy.**

Our prices may change in the future. If the pricing for your subscription does change, we will notify you, and provide you an opportunity to change your subscription, before applying those changes to your account or charging your payment details in connection with an automatic renewal.

### **3.5 Payment Information.**

By providing payment information to us, you agree that the payment information is valid and (1) in your name or (2) in the name of an individual who has authorized you to use their payment information for your subscription purchase.

If you provide someone else's payment information, you agree that we may refund payment to that person if they so request and if the account is eligible for a refund under this Payment Policy. This may cause interruption to or termination of your service.

### **3.6 Right to Terminate.**

We may at any time decide to alter, amend, modify, or terminate the Services, any functionality or portion of them and you understand that there is no guarantee that the Services (or any portion or functionality of them) will continue to operate or be available for any particular period of time. We may terminate your access to the Service at any time if (in our sole discretion) we think you have violated these Terms, any law, or any right held by any other user or third party. If we do that, you will not receive a refund of any amounts you have spent on our Services.

## **4. General**

### **4.1 Limitation Of Liability.**

In no event shall iNumber., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

### **4.2 Disclaimer**

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

iNumber. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

### **4.3 Arbitration and Governing Law**

These Terms shall be governed and construed in accordance with the laws of VN, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A

PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND iNumber ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

## **5. DMCA POLICY**

iNumber deals with copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA).

You may not post, upload, or otherwise place any Content or information on the site that belongs to a third party, unless you have the legal right to do so. If you believe that any such information or content has been posted on the Service, please send a notice of copyright infringement containing the following information to the designated agent at the address below:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works.

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

Contact information for the notifying party, including name, address, telephone number, and email address.

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

iNumber.

support@inumber.net

We may elect not to respond to DMCA notices that don't substantially comply with these requirements. We also may elect to remove allegedly infringing material that comes to our attention, regardless of the DMCA.

We also may notify the person who posted, uploaded, or otherwise placed the allegedly infringing material on the site that we have removed or disabled access to such material, with instructions as to how that person can file a counter-notification.

## **6. Additional Terms and Disclaimers Regarding Apple, Inc.**

The following shall apply in connection with the Application:

Both you and iNumber acknowledge that these Terms are concluded between you and iNumber only, and not with Apple, and that Apple is not responsible for the Application or the Content;

The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

You will only use the Application in connection with an Apple device that you own or control;

You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

In the event of any failure of the Application to conform to any applicable warranty, you may notify Apple of such failure; upon notification, to the maximum extent permitted by applicable law, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application, and Apple shall have no other warranty obligation whatsoever with respect to the Application and shall have no responsibility for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty;

For example, you acknowledge and agree that Apple is not responsible for addressing any claims you or any third party may have in relation to the Application, including but not limited to (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;



You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement or discharge of any such infringement claim;

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

In connection with your use of the Application, you agree to comply with any applicable third party terms of agreement which may affect or be affected by such use, including the Apple App Store Terms of Service; and

Both you and iNumber acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

## **7. Changes**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## **8. Contact Us**

If you have any questions about these Terms, please contact us:

iNumber.  
support@inumber.net