

Privacy and Cybersecurity Policy for use of the Limitless VoIP APP application and Limitless Mobile network services

This Agreement applies to all transactions you have with the Limitless Mobile Ltd. operating under the brand of “Limitless VoIP APP”.

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1. Limitless Mobile Ltd. ("Limitless Mobile" or "we" or "us" or "our" or other similar pronouns) takes your privacy and cybersecurity matters very seriously. Please read the following to learn more about our Privacy Policy ("Policy"). This Policy details how we receive, collect and use information in connection with the provision of Limitless Mobile products and services ("the service") including the Limitless VoIP APP application ("Limitless VoIP APP").
2. By using the Service, you are accepting the policies and practices described in this Policy, as such Policy may be amended from time to time. Each time you use the Service, you agree and expressly consent to our collection, use and disclosure of the information that you provide as described in this Policy.
3. This application is called "Limitless VoIP APP" but may be actually a "white-labelled" format of a product built, run and owned by Voneus Limited (UK company number 07849963) of Suite 3B2 Northside House, Mount Pleasant, Cockfosters, Hertfordshire, EN4 9EB.
4. To be clear about the terminology we are using, when we use the phrase "Personal Information" in this Policy, we mean information about you that is personally identifiable, like your name, address, e-mail address, billing information, or phone number, as well as other non-public information that is associated with this personal information.
5. When we use the phrase "Anonymous Information" in this Policy, we mean information that is not personally identifiable, or linked to your Personal Information such as aggregated information, general demographic information and IP addresses. Anonymous Information does not necessarily enable identification of individual persons.
6. If you are a user accessing the site or service from outside the European Union or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from that of the law in England and Wales, please be advised that through your continued use of the site and service, you may be transmitting your personal information to countries where laws regarding processing personal information may be less stringent than the processing of personal information in your country and you hereby consent to such transmission of personal information.

COLLECTION AND USE OF INFORMATION

7. When you install the Limitless VoIP APP or register to use our services, you will be asked to provide us with your phone number, name and other details and to allow us access to your mobile device's address book.

8. A copy of the phone numbers and names in your address book (but not emails, notes or any other Personal Information in your address book) will be stored on our servers and will only be used to:
 - a. notify you when your contacts become active on the Limitless Mobile network,
 - b. indicate which of your contacts is already a Limitless Mobile network user,
 - c. correctly display the name of each contact as it appears in your address book when a call is received.
9. The copy of your address book (names and phones) is stored on a live database. This database does not have a "historical backup". If you delete the address book from our servers, it will be deleted instantly and permanently.
10. Your phone number will be used for identification purposes as your Limitless Mobile network identity.
11. Since Limitless Mobile users may add your Limitless Mobile number to their address book and see that you registered to Limitless Mobile, we do not consider the fact that your Limitless Mobile number exists on Limitless Mobile as private information.
12. Limitless Mobile may interact with your phone's SMS inbox or call history for the sole purpose of service activation, placing incoming messages in your inbox, reading the contents of the activation SMS message sent to you by Limitless Mobile. We will not access the contents of any other SMS messages.

CALL DETAIL RECORDS

13. Our underlying provider, Voneus, maintains a Call Detail Record database for each message and call that goes through the system.
14. We retain this information so that it can be published to you through the use of our web site and services and so that we may perform normal billing functions for any calls that incur charges at our normal published rates.

PRESENCE INFORMATION

15. Other users will see your connection status (whether you are online or not – and if not, when was the last time you were connected to the service) as well as

whether you saw messages they sent to you. You may disable this via the settings.

LOCATION INFORMATION

16. Limitless Mobile allows you to attach your location information to messages you send to other users or send a specific location message. If you choose to share your location with a specific user or group of users your location will be retrieved from your device and sent to our system for onward delivery to this group. Limitless Mobile will only use this location for this particular purpose and delete it from its servers once the message is delivered. For the avoidance of doubt, Limitless Mobile will not share your location information and will not use it for any purpose except the one specifically requested by you.

OTHER SERVICES

17. In the event we make systems, web sites, message boards and forums available to you (collectively, "Forums"), you will be solely responsible for the information and any other content you post on and through these Forums and should be aware that when you voluntarily disclose Personal Information on or through these Forums, such information is generally accessible to, and may be collected and used by, other users.

18. This may result in unsolicited messages from third parties, and such messages are beyond our control. We do not exercise control over any users or Site visitors, and in no way are we responsible, nor do we have any liability whatsoever, for any collection or use of information you may disclose through the Forums.

19. This Policy does not cover such disclosure of information. You are encouraged to exercise discretion when providing personal information about yourself in and through Forums. Please do not post any Personal Information on this Site that you expect to keep private.

COOKIES, CLEAR GIFS AND OTHER AUTOMATICALLY COLLECTED DATA

20. If you have permitted your computer to accept cookies, we may use cookies to use our services. Cookies are pieces of information that a website transfers to an individual's hard drive for record-keeping purposes.

21. Cookies make web-surfing easier by saving preferences and browsing patterns while you are at the Site. Cookies may be used to analyze the Site usage,

improve content, customize the Site's content and layout and for other customer service purposes. A cookie may enable us to relate your use of our Site to other information about you, including your Personal Information. All of these purposes serve to improve and personalise your experience on our Site.

22. Most Web browsers can be set to inform you when a cookie has been sent to you and provide you with the opportunity to refuse that cookie. Additionally, if you have a Flash player installed on your computer, your Flash player can be set to reject or delete Flash cookies. However, refusing a cookie may, in some cases, preclude you from using, or negatively impact the display or function of, the Site or certain areas or features of the Site.
23. We may use "clear GIFs" (aka "Web beacons" or "pixel tags") or similar technologies, in the Site and/or in our communications with you to enable us to evaluate Site usage information about visitors to the Site, target campaigns, upgrade visitor information, and know whether you have visited a Web page or received a message.
24. Our servers will automatically collect data about your Internet address when you visit the Site. This information, known as an Internet Protocol address, or IP Address, is a number that is automatically assigned to your computer by your Internet service provider whenever you are on the Internet. When you request pages from our Site, our servers may log your IP Address and, if applicable, your domain name. Your IP Address is used to help identify you and to gather demographic information about our members and users as a whole, but does not include personally identifiable information.
25. Our server may also record the referring page that linked you to us the pages you visit on this Site; the web site you visit after this Site; the ads you see and/or click on; other information about the type of Web browser, computer, platform, related software and settings you are using; any search terms you have entered on this Site or a referral site; and other Web usage activity and data logged by our servers.
26. We use this information for internal system administration, to help diagnose problems with our servers, and to administer our Service. Such information may also be used to gather demographic information, such as country of origin and Internet Service Provider.
27. We will not link any Personal Information, including e-mail addresses, with aggregate data of our users.

28. Any or all of these activities with regard to Site usage information may be performed on our behalf by our service providers, including, for example, our analytics vendor(s) and our e-mail management partner(s).

THIRD-PARTY SITES AND PRIVACY PRACTICES

29. You may arrive at our Site and/or download Limitless VoIP APP from another website. In addition, our Site may contain links that will let you leave our Site and access another website. Websites linked to or from our Site are not under the control of Limitless Mobile and it is possible that these websites have a different privacy policy.

30. Our Policy applies solely to Personal Information that is acquired to use our services or through your use of our Service, and/or your relationship with Limitless Mobile. We urge you to be careful when you enter any Personal Information online. We accept no responsibility or liability for these other websites.

ANALYTICS COLLECTION

31. Our underlying provider, Voneus, uses services to help us anonymously track and report user/visitor behavior information and users' standard log information to the Site. This information helps us analyse and evaluate how Limitless VoIP APP and products and services are used as part of our ongoing efforts to improve features and services. No personally identifying data is included in this type of reporting.

32. This services may have access to your information only for the purposes of performing these tasks and on behalf of Limitless Mobile and under obligation similar in those in this Privacy Policy.

SHARING AND DISCLOSURE OF INFORMATION

33. We do not rent, sell, or share any information about our users with any third-parties, except as specifically described herein. We may disclose your Personal Information if we believe such action is necessary to:

- a. comply with the law, or legal process served on us;
- b. protect and defend our rights or property (including the enforcement of our agreements); or
- c. act in urgent circumstances to protect the personal safety of users of our Service or members of the public.

34. In order to provide you with Limitless Mobile products you have requested, our underlying provider, Voneus, may sometimes, if necessary, share your Personal Information (excluding your address book and related information) and traffic data with trusted partner service providers and/or agents.
35. The following is a description of how we may share your Personal Information with trusted third party partners. Should we add additional partners, we will immediately update this description:
- a. We use third party companies in order to send you an authentication SMS when you register with Limitless Mobile. In order to send you the SMS, we send one of these third party companies your phone number and the authentication message. These third parties are contractually obligated to only use your phone number for the transmission of the authentication SMS.
 - b. We may use Push Notification Services to notify you about various events related to the app. If we do, the phone number or the name of the person calling you or sending you a message may be part of the notification. This message is sent to the push notification service provider, for delivery to your device.
 - c. We use third parties to process the payment and/or billing information that you submit on our Site or through Limitless VoIP APP to facilitate payment transactions. We require that these third parties take the appropriate organizational and technical measures to protect your personal data and traffic data and to comply with relevant laws, but we are not liable or responsible for these third party transactions. Therefore, you should review such third party terms and conditions before providing your payment or billing information.
36. Notwithstanding any of the foregoing, the servers that are used to store your Personal Information are owned and hosted by Amazon Web Services, LLC, an Amazon.com Company.
37. Your data is primarily stored on servers located in Ireland but may be replicated to services outside of the European Union. By using our services you explicitly agree for this data to be stored on servers outside of the EU.
38. We may disclose information about you if we determine that for national security, law enforcement, or other issues of public importance that disclosure of information is necessary.

PRIVACY OF MINORS

39. Limitless Mobile websites and software clients are not intended for or designed to attract anyone under the age of 13 and we do not intentionally or knowingly collect Personal Information on our sites from anyone under the age of 13 (or older in some jurisdictions). We encourage parents to be involved in the online activities of their children to ensure that no information is collected from a child without parental permission.

SECURITY

40. We take reasonable precaution to protect Personal Information from misuse, loss and unauthorised access.

41. We cannot guarantee that Personal Information will not be subject to unauthorised access, we have physical, electronic, and procedural safeguards in place to protect Personal Information.

42. Personal Information is stored on our servers and protected by secured networks to which access is limited to a few authorised employees.

BUSINESS TRANSITIONS

43. In the event that we go through a business transition, such as a merger, acquisition by another company, or sale of all or a portion of our assets, Personal Information will be among the assets transferred.

44. As part of such a transaction the new entity will be required to commit to the same level of protection of your Personal Information as described in this Privacy Policy

45. We will post a notice on this Site of any such change in ownership or control of the Personal Information we may have prior to such transfer.

CHANGES TO POLICY

46. From time to time, we may revise this Policy. We reserve the right to update or modify this Policy, or any other of our policies or practices, at any time with or without notice. However, we will not use your Personal Information in a way that is materially different than the uses described in this Policy without giving you an opportunity to opt-out of such differing uses.

47. We will post the revised Policy to use our services, so that users can always be aware of what information we collect, how the information is used and under

what circumstances such information may be disclosed. You agree to review the Policy periodically so that you are aware of any modifications.

48. Your continued use of our products and services indicates your assent to any changes and signifies your agreement to the terms of our Policy. If you do not agree with these terms, you should not use our products and services.

CHANGE OR REMOVAL OF INFORMATION

49. You can request an update or the complete removal of your data from our systems on a permanent basis by contacting us.

CONTACT INFORMATION

50. Please direct all questions in connection with this Policy via e-mail to helpdesk@limitlessmobile.com or by writing to us at Limitless Mobile Ltd., 1000 Cambridge Research Park, Waterbeach, Cambridge, CB25 9PD.