

Terms and Conditions 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") can provide to you voice and text and multimedia messaging services through Limitless Mobile's licensed software application ("Licensed Application") for Smartphone devices. This application is called "Limitless VoIP APP" but may also come in a number of "white-labelled" formats, but where the underlying application is built, run and owned by Voneus Limited (UK company number 07849963) of Suite 3B2 Northside House, Mount Pleasant, Cockfosters, Hertfordshire, EN4 9EB.
2. Just like a normal mobile phone service, anyone with knowledge of your phone number may call you or send you messages through Limitless VoIP APP. Limitless VoIP APP is agreement, not sold, to you for use only under the terms of this agreement, unless a product or service is accompanied by a separate agreement.
3. We reserve all rights not expressly granted to you.
4. This agreement is a binding legal document between Limitless Mobile and you, the user, and explains your rights and obligations as a user of the Service ("Agreement"). By using the Service you acknowledge and agree to the terms of this Agreement. If you choose to not agree with any of these terms, you may not use the Service.
5. **NO ACCESS TO EMERGENCY SERVICES:** Limitless VoIP APP is not a replacement for your ordinary mobile or fixed line telephone and does not allow you to make emergency calls to emergency services. You must make alternative communication arrangements to ensure that you can make emergency calls if needed.
6. **CHECK RESTRICTIONS ON USE:** In some countries there are restrictions on the use of Limitless VoIP APP. It is your responsibility to ensure that you are legally allowed to use Limitless Mobile where you are located.

SCOPE OF AGREEMENT

7. This Agreement is a limited, non-exclusive, non-transferable, non-sublicensable agreement to use Limitless VoIP APP on any mobile device that you own or control.
8. You may not rent, lease, lend, sell, redistribute or subagreement Limitless VoIP APP.

9. You may not copy (except as expressly permitted by this Agreement), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of Limitless VoIP APP, any updates, or any part thereof (unless the foregoing restriction is prohibited by applicable law, or permitted by the licencing terms governing the use of any open sourced components of Limitless VoIP APP, if any).
10. Any commercial copying or distribution, publication or exploitation of the application, or any content, software, code, data or materials on or from the application, are strictly prohibited unless you have received express prior written permission from us or the applicable rights holder. Any attempt to do so is a violation of our copyright.
11. If you breach these restrictions, you may be subject to civil action instigated by us or be subject to allegation of criminal activity contrary to the Copyright, Designs and Patents Act 1988, the Computer Misuse Act 1990 and/or other Acts under English law.
12. The terms of the Agreement will govern any upgrades provided by us that replace and/or supplement our Service, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

CONSENT TO USE OF DATA

13. By using Limitless VoIP APP, you understand and agree that our underlying provider, Voneus Limited, may collect and use technical data and related information, including but not limited to technical information about your mobile device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to Limitless VoIP APP. Both Voneus Limited and Limitless Mobile may use this information to improve our Service.

CHANGES TO THIS AGREEMENT

14. Limitless Mobile may make changes to the terms of this Agreement from time to time.
15. The changes will be effective when published.
16. Please review this Agreement on a regular basis.
17. You understand and agree that your acceptance of the terms of this Agreement or your use of the Service after the date of publication of varied terms shall constitute your agreement to the updated terms.

18. If you do not agree with the amended terms, you may terminate your relationship with Limitless Mobile in accordance with the paragraph below.

TERMINATION

19. The Agreement is effective until terminated by you or us.

20. You may terminate your relationship with Limitless Mobile at any time. If you are using our Service, you may simply cease to use the Service or delete Limitless VoIP APP.

21. Limitless Mobile has the right to terminate your rights under this Agreement without notice if you fail to comply with any terms of this Agreement.

22. Upon termination of the Agreement, you shall cease all use of Limitless VoIP APP, and destroy all copies, full or partial, of Limitless VoIP APP.

23. Limitless Mobile has the right to terminate its relationship with you, or may terminate or suspend your use of the Service at any time:

24. If you are in breach of the terms of this Agreement;

- a. if Limitless Mobile reasonably suspects that you are using the Service to break the law or infringe third party rights;
- b. if Limitless Mobile reasonably suspects that you are trying to unfairly exploit or misuse any of our policies;
- c. if Limitless Mobile reasonably suspects that you are using any of our products fraudulently or that your "User Account" is being used by a third party fraudulently;
- d. immediately, if required due to a change in laws/regulation by a regulator or authority with a lawful mandate in any particular territory, or by any of Limitless Mobile's partners;

25. Limitless Mobile shall effect such termination by preventing your access to the Service, where applicable.

26. We reserve the right to cancel User Accounts that have been inactive for a period of our choosing.

27. Termination, whether instigated by the customer or by Limitless Mobile, is effective at the moment of notification or acknowledgement by Limitless Mobile.

At this point access to our systems and services, through either the web portal or our “apps”, will no longer be possible using customer credentials.

THE SERVICE

28. Once you have downloaded Limitless VoIP APP and become a Limitless VoIP APP and Limitless Mobile network user, you can call any other Limitless Mobile user securely and for free.
29. We make no representation that our Service is available for use in any particular location.
30. To the extent you choose to access our Service, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws.
31. We reserve the right to change, suspend, remove, or disable access to our Service at any time without notice.
32. In no event will we be liable for the removal of or disabling of access to our Service. We may also impose limits on the use of or access to our Service without notice or liability.
33. Limitless Mobile may automatically check your version of Limitless VoIP APP. Limitless Mobile has no obligation to make available any updates. However, Limitless Mobile may (a) require you to download and install updates; or (b) automatically download and install updates to your device.

YOUR OBLIGATIONS

34. If you choose to use the Service to call a number outside of the Limitless Mobile network, you are responsible for all activities that occur under your User Account.
35. You agree to notify Limitless Mobile immediately of any unauthorized use of your User Account or any breach of security with respect to your User Account.
36. Limitless Mobile will not be liable for any loss that you may incur as a result of someone else using your User Account, either with or without your knowledge.
37. You may be held liable for any losses incurred by us or another party due to someone else using your User Account
38. Your may not

- a. Intercept or monitor, damage or modify any communication which is not intended for you
- b. Use any type of spider, virus, worm, trojan-horse or any other codes or instructions that are designed to distort, delete, damage, emulate or disassemble the Service.
- c. Send unsolicited communications (also referred to as "SPAM", "SPIM" or "SPIT") or any communication not permitted by applicable law or use the Service for the purposes of phishing or pharming or impersonating or misrepresenting affiliation with another person or entity.
- d. Expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable in any way.
- e. Use the Service to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of, any third party.
- f. Use (including as part of your name and/or profile picture) any material or content that is subject to any third party proprietary rights, unless you have a agreement or permission from the owner of such rights.
- g. Collect or harvest any personally identifiable information, including account names, from the Service
- h. Impact or attempt to impact the availability of the Service, with a denial of service (DOS) or distributed denial of service (DDoS) attack.

DISCLAIMER OF WARRANTIES

39. You expressly acknowledge and agree that use of the service, including the site and agreementd application are at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.
40. To the maximum extent permitted by applicable law, our service is provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the service, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

41. We do not warrant against interference with your enjoyment of the service or that the service will be uninterrupted or error-free, or that defects in the service will be corrected.
42. No oral or written information or advice given by us shall create a warranty. Should the service cause any defects, you assume the entire cost of all necessary servicing, repair or correction.

LIMITATION OF LIABILITY

43. To the extent not prohibited by law, in no event shall we be liable loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to your use or inability to use the service, however caused.
44. In no event shall our total liability to you for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of ten thousand pounds sterling. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

CHARGES FOR LIMITLESS MOBILE OUT SERVICE

45. Calling non-Limitless Mobile phone numbers :
 - a. The charges payable for calling landlines and mobile phones outside of the Limitless Mobile community consist of a per-minute rate as set out on our web site.
 - b. Limitless Mobile may change the rates for calling phones at any time without notice to you by posting such change at our web site.
 - c. The new rate will apply to your next phone call after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates then do not make the call using the Limitless Mobile service.
 - d. The duration of a call shall be based on one-second increments. Fractions of a second will be rounded up to the next second. At the end of a call, fractional pence charges will be rounded up to the nearest whole pence.
 - e. The charges for other Limitless Mobile features or products will be confirmed to you before you complete a purchase from Limitless Mobile. Limitless Mobile may change the prices of such products at any time

without any notice to you. You can choose whether or not to accept the new charges prior to completing your next purchase of the applicable product. The new prices will apply to your next purchase after the new prices have been published.

- f. Limitless Mobile will collect VAT or other direct taxes at the full rate for the particular territory at the time of invoice for our products and services..

46. Using Limitless VoIP APP on a Smartphone that is using the mobile phone provider data service will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

PAYMENT

- 47. If you are purchasing pre-pay calling credit, you can use any payment method made available to you by Limitless Mobile from time to time. The credit balance that you purchase will be applied to your account at the time of purchase. We use the services of third parties to process your payments and we require that these third parties take the appropriate cybersecurity technical preventative measures to protect your personal data and traffic data and to comply with relevant laws.
- 48. Delivery of any products and services that you order either through the web portal or via the “app” will be instantaneous and will begin work straightaway.
- 49. Please review the terms of use and privacy policies of those third parties before providing your banking or payment information.
- 50. You agree that you are not relying on the future availability of any feature or product offered through the Service in agreeing to or making payments hereunder.
- 51. Limitless Mobile does not guarantee that you will be able to use this balance to purchase all features and products. Pre-pay calling credit cannot be used to pay for a feature or product, Limitless Mobile will make another payment method available to you.
- 52. Limitless Mobile reserves the right to remove or amend the available payment methods at its sole discretion.

REFUNDS

53. If you believe that Limitless Mobile has charged you in error, you must contact Limitless Mobile within thirty days of such charge. We reserve the right not to process refunds for any charges more than thirty days old.
54. Limitless Mobile reserves the right to refuse a refund request if it reasonably
- a. if you are in breach of the terms of this Agreement;
 - b. if Limitless Mobile reasonably suspects that you are using any of our products fraudulently or that your User Account is being used by a third party fraudulently.

LIMITLESS MOBILE'S OWNERSHIP RIGHTS

55. The Service, including the application and Agreementd Application (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties.
56. Limitless Mobile or its licensors own the title, copyright, and other intellectual property rights in the application, Agreementd Application and Service and all copies, modifications and derivative works thereof, and the underlying software (including any user Feedback) ("Limitless Mobile Technology"), and your use of our Service does not grant to you, nor do you acquire any ownership rights in the Limitless Mobile Technology.

JURISDICTION

57. The laws of the England and Wales, govern this Agreement and your use of Limitless VoIP APP and Limitless Mobile products and services. You expressly agree that the courts in England and wales have exclusive jurisdiction over any claim or dispute with Limitless Mobile or relating in any way to your use of Limitless VoIP APP or Service. Your use of Limitless VoIP APP and Service may also be subject to other local, state, national, or international laws.

INDEMNITY

58. You will indemnify, defend and hold harmless Limitless Mobile from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any breach by you of this agreement.

LINKS TO THIRD PARTY WEBSITES

59. The application may contain links to other third party websites ("Third Party applications"). These Third Party applications are provided solely as a convenience to you.
60. Such Third Party applications are not under Limitless Mobile's control, and Limitless Mobile is not responsible for and does not endorse the content of such Third Party applications, including any information or materials contained on such Third Party applications.
61. You will need to make your own independent judgment regarding your interaction with these Third Party applications.

ACCEPTANCE OF AGREEMENT

62. You affirm that you have the ability to enter into this Agreement.
63. If you are under the age of consent in your jurisdiction to form a binding contractual agreement, you affirm that you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

FULL AND COMPLETE AGREEMENT

64. This Agreement is the entire agreement between you and Limitless Mobile relating to the Service and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Service or any other subject matter covered by this Agreement.
65. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. This Agreement may not be modified or amended except as described herein by Limitless Mobile or otherwise with the written agreement of Limitless Mobile.

CONTACT INFORMATION

66. 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.