

TringMe API Terms of Service

IMPORTANT - PLEASE READ CAREFULLY:

These TringMe API Terms of Service (the "API Terms") are published on the TringMe Developer Website. The terms and conditions of the TringMe website shall fully apply to these API Terms unless explicitly expected in these API Terms. The terms here apply for TringMe, TringSwitch, TringMe widgets and all components which work in conjunction with TringSwitch and, together, give rich internet application developers the ability to perform telephony operations (e.g. make calls)

If you want to use the TringMe API for any purpose, you must first register with TringMe by completing and providing accurate information on the TringMe Developer registration form on the TringMe Developer Website (the "Registration"). By submitting your Registration to TringMe, you explicitly agree to be bound by these API Terms as well as any revised or renewed versions thereof, as will be published on the TringMe Website or as may be otherwise notified to you by TringMe. TringMe reserves the right, at its sole discretion, to refuse or reject your Registration.

Through this agreement TringMe enables third party developers to build custom versions and integrations ("Application") of the TringMe Developer Platform component(s) for personal or commercial use. Developers are free to sell or otherwise provide their TringMe application to the market for personal or commercial gain.

Electronic Signatures and Agreement(s):

You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as may be designated by TringMe to show your approval of any foregoing texts and/or to download or install TringMe software, you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed through the TringMe Software. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

1. Acceptance of Terms.

TringMe provides to you the TringMe Developer Platform - TringSwitch (the "TringMe Software") (including the documentation, API, remote access, enhancements, modifications, updates, revisions and substitutions thereto, and any copies of any of the foregoing) subject to the following license terms (the "License"), which incorporate by reference the TringMe Terms of Service ("TOS"), each which may be updated by us from time to time without notice to you.

2. No Emergency Services. TringMe is not a traditional telephone service.

You expressly agree and understand that the TringMe Software is not intended to support or carry emergency calls to any type of hospital, law enforcement agency, medical care unit or any other kind of Emergency Service. TringMe, its Affiliates or TringMe Staff are in no way liable for such emergency calls.

By agreeing to this Agreement you understand that additional arrangements must be made to access Emergency Services. To access Emergency Services, you acknowledge and accept your responsibility to purchase, separately from TringMe Software, traditional wireless or wireline telephone service that offers access to Emergency Services.

You recognize and agree that TringMe is not required to offer Emergency Services pursuant to any applicable local and or national rules, regulation or law. You further recognize that TringMe is not a replacement for your primary telephone service.

3. Ownership and Relationship of Parties.

The TringMe Software is protected by copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries. You agree to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices or restrictions contained in this License and in the TOS. TringMe and the TringMe Licensors own all rights, title, and interest in and to their applicable contributions to the TringMe Software. This License grants you no right, title, or interest in any intellectual property owned or licensed by TringMe, including (but not limited to) the TringMe Software and TringMe trademarks, and creates no direct relationship between yourself and the TringMe Licensors, or between you and TringMe, other than that of licensor to licensee under this License. You agree that the TringMe Licensors may enforce their rights under this License against you directly in their own name.

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With the exception of IP Rights of TringMe and/or its licensors in TringMe Software (including the TringMe API), you retain the intellectual property rights you may have in the applications, materials,

products or processes you create which are based on or utilize the TringMe API. You hereby release and covenant not to hold liable TringMe or its Affiliates, or any of their licensees, assigns or successors, for any and all damages, liabilities, causes of action, judgments or claims (a) pertaining to any intellectual property you develop that is based on, uses, or relates to the TringMe API; and (b) which otherwise may arise in connection with your use of, reliance on, or reference to the TringMe API. As between you and TringMe, TringMe and its licensors retain the IP Rights in and to the TringMe Software (including the TringMe API) and any derivative works thereto created by or for TringMe or its licensors.

TringMe maintains rights to market, promote, and otherwise feature your Application without limitation, so long as TringMe does not violate copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the U.S. and other countries.

No Removal of Notices. You agree that you will not remove, obscure, make illegible or alter any notices or indications of the IP Rights and/or TringMe's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to any materials.

4. Support and Software Updates.

TringMe may elect to provide you with customer support and/or software upgrades, enhancements, or modifications (collectively, "TringMe Support") for the TringMe Software, in its sole discretion, and may terminate such TringMe Support at any time without notice to you. TringMe may change, suspend, or discontinue any aspect of the TringMe Software at any time, including the availability of any TringMe Software feature, database, or content. TringMe may also impose limits on certain features and services or restrict your access to parts or all of the TringMe Software or the TringMe web site without notice or liability. Nothing in this agreement bars TringMe from engaging with other developers for similar applications or from pursuing their own development that may overlap with your Application.

5. Fees and Payments.

TringMe reserves the right to revise fees for future use of or access to the TringMe Software, TringMe Support or the TringMe services.

6. Disclaimer of Warranties.

USE OF THE TRINGME SOFTWARE SERVICES AND ANY DATA ACCESSED THROUGH THE TRINGME SOFTWARE IS AT YOUR SOLE RISK AND IS PROVIDED "AS IS."

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8. Indemnification.

You are solely responsible for compliance with agreements you have executed with third parties. You agree to indemnify and hold the TringMe Entities and TringMe Licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party in connection with or arising out of your use of the TringMe Software, your violation of any terms or conditions of this License, your violation of applicable laws, or your violation of any rights of another person or entity.

9. Termination.

Your license to the TringMe Software under this License continues until it is terminated by either party. You may terminate the License by discontinuing use of all or any of the TringMe Software and by destroying the applicable TringMe Software. This License terminates automatically if you (i) violate any term of this License, (ii) TringMe publicly posts a written notice of termination on TringMe's web site, or (iii) TringMe sends a written notice of termination to you. If your license terminates, you agree to cease any and all use of the TringMe Software, its components, and any third-party data. Sections 2c., 3, and 5 through 15 will survive any termination of this Agreement.

10. Governing Law.

This License and the relationship between you and TringMe is governed by the laws of India without regard to its conflict of law

11. Complete Agreement.

This License and the TOS constitute the entire understanding between the parties respecting use of the TringMe Software Services, superseding all prior agreements between you and TringMe. In the event of any conflict between the terms and conditions of this License and those in the TOS, the terms and conditions of this License will control, except to the extent that the TOS impose additional restrictions and liabilities on your actions. In the event of a conflict between the terms of this License and the TOS, this License will control to the extent of such conflict.

12. Notice.

TringMe may provide you with notices, including those regarding changes to this License, either by e-mail, regular mail, or by postings on the TringMe Developer Platform home page at <http://tringme.com>.

13. Violations.

You and TringMe agree as follows:

Subject to your compliance with the API Terms, TringMe grants to you a limited, non-exclusive, non-assignable, non-sublicensable, non-transferable right to use the TringMe API for developing software or code to interface and connect a software application with TringMe Services (the "Software Application").

Your Application shall in no way and to no extent, whether directly or indirectly, adversely affect, impede or otherwise hinder or disrupt the functionality or performance of TringMe Software or Services, including without limitation, that it:

shall not adversely impact the stability of TringMe;

shall not adversely impact the call quality of TringMe Services;

shall not adversely impact the behavior of other applications using the TringMe Components;

shall not attempt to install spyware or malware on the client computer;

shall not attempt to redistribute information about the use of TringMe or TringMe Services without express permission of the user;

shall correctly identify itself to TringMe when requested; and

shall not attempt to send messages or place calls to or communicate with other users of TringMe Services unless specifically directed to do so by the user.

Save as expressly approved in writing by TringMe, you will not distribute the Software Application online through website(s) that is/are in any way similar to the TringMe Website or use the TringMe's trademarks or words describing TringMe's products or services as the registered URL for website(s).

You will not knowingly harm, misuse or bring into disrepute the TringMe Software, TringMe API or TringMe brand or name and will maintain the value and reputation thereof to the best of your abilities.

You will not use the TringMe API in any Software Application that is actually or potentially fraudulent or inappropriate or contrary to TringMe policy.

You may not collect any user's personal information or data in a misleading, unauthorized or unfair way. Without limiting the generality of the foregoing, you will never collect (and retain) the TringMe password used by the member to log-in to his or her TringMe account (the "TringMe Password"). If TringMe members need a separate password to use your Application, you will either (i) automatically generate a unique password and communicate it to the user or (ii) actively encourage the member to use a password different from the TringMe Password.

You hereby specifically acknowledge that your rights to use TringMe API are strictly subject to your full compliance with the following instructions related to promotion, marketing and design of your Software Application and any breach of any provision of the API Terms or the EULA shall give rise to automatic termination by TringMe.

You may only use the following references (hereonwards reference(s)) to TringMe, TringMe API and TringMe Software in connection with your Software Application: "Powered by TringMe". You acknowledge that the Software Application must prominently display the abovementioned reference(s). The abovementioned reference(s) must also be mentioned in help text or about text, in the

acknowledgements in the documentation associated with your Software Application and the packaging and other promotional material. The abovementioned reference(s) will be visible throughout the execution of the Software Application in high contrast (e.g. no fade outs or gray on white text). It will also be visible in the Software Application even without any user interaction. Any exception to this requirement needs to be separately agreed and explicitly approved by TringMe.

TringMe reserves the right to use your application/widget's screenshot in marketing literature or on its website for purposes of promotion and presentation. TringMe reserves the right to use your company's name, product name in its marketing literature or on its website for the purposes of promotion and presentation as well.

TringMe reserves the right to modify these API Terms at any time, on a general or individual basis, by publishing the revised API Terms on the TringMe Website or by otherwise notifying you of the revised API Terms. Your continued use of the TringMe API shall constitute your acceptance to be bound by the terms and conditions of the revised API Terms.

These API Terms will become effective upon an approved Registration and will remain effective until terminated by either TringMe or you as set out herein. TringMe will not be liable for any damage caused by the modification or termination of these API Terms.

YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ THE TRINGME API TERMS AND THE TRINGME END USER LICENCE AGREEMENT AND UNDERSTAND AND ACCEPT THE RIGHTS, OBLIGATIONS, TERMS AND CONDITIONS SET FORTH HEREIN. BY SUBMITTING YOUR REGISTRATION, YOU EXPRESSLY CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS AND GRANT TO TRINGME THE RIGHTS SET FORTH HEREIN.

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