

Simple Mobile Dialer Terms and Acceptable Use Policy

This is an Agreement between, Divine Informatics Limited, and you ("CLIENT"), for clarify the conditions among which "Client" will use the Simple Mobile Dialer for his services and usage.

1. Acceptance of this Agreement.

You are deemed to have accepted this Agreement upon the earlier of:

- (a) Your Dialer Test (Demo) Request Form;
- (b) Your accepting the Terms of Service electronically throughout registration or within the course of installing the Dialer;
- (c) Your use of the Service;

Definitions

The "Simple Mobile Dialer" is a Smartphone application which make Mobile VoIP simple, hassle-free and provide a convenient communication guarantee.

Divine Informatics Limited herewith grants to Client, and client herewith accepts, subject to the terms and conditions set forth during this Operator Agreement, a non-exclusive and non-transferable license to use the Simple Mobile Dialer as set forth during this Agreement.

Client will use this software according to the legal framework of the living country and should not use this software against the humanity. The Client does hereby ensure that.

CLIENT ACCEPTS "SIMPLE MOBILE DIALER" "AS IS" "WITH ALL IMPERFECTION", and in function of all different assurance and conditions, expressed or implied, including, however not restricted to those for merchantability and fitness for a specific purpose.

Under the demo license, your company name will be displayed on the dialer at the headline position as you have mentioned in the specific place of the registration page.

Under no circumstances shall Divine Informatics Limited be liable for incidental, special, indirect, direct or consequential damages or loss of profits, interruption of business, or related expenses which may arise from use of software or documentation, including but not limited to those resulting from defects in software and/or documentation, or loss or inaccuracy of data of any kind.

Divine Informatics Limited shall not responsible for any phases of the application by any means, including its call performance, call routing, intellectual property rights

Client acknowledges that it has read the foregoing disclaimers of warranty and limitation of liability and understands that Client assumes the entire risk of use of Simple Mobile Dialer.

Divine Informatics Limited shall not be liable for any incidental or consequential damages suffered by Client through the use of Simple Mobile Dialer, whether or not such damages were disclosed to, or reasonably foreseen.

Client acknowledges Simple Mobile Dialer and supporting documentation constitute valuable property of Divine Informatics Limited and that all title and ownership rights in the templates and related materials remain exclusively with Divine Informatics Limited.

Prices and Charges:

Divine Informatics Limited shall have the sole preference to determine the product package price, up gradation fee, update fee or brand charge. You agree to pay the charges applicable to your selected package. You also agree to pay any additional charges or fees applied to you for any reason.

If any Client reach highest registration limit he must have to upgrade to higher packages. Otherwise the Operator Code will be discontinued.

Use of all such updates and enhancements by Client shall be subject to the terms and conditions of this Agreement. Any rights uncertainly allowed to Client are reserved by Divine Informatics Limited.

Termination / Suspension:

Divine Informatics Limited, in its sole discretion, may refuse to accept your application for Service following a termination or suspension of your misuse of the Service.

The term of this Agreement shall remain in force unless *Client's breach of any of the terms of this Agreement*. In which case Divine Informatics Limited shall have the right to terminate the license. Regardless of whether this license expires or is terminated by either party, all other articles of this Agreement shall survive perpetually. In the event of termination by Divine Informatics Limited for any reason, you will be paid the remaining balance the effective date of termination/ Suspension.

Divine Informatics Limited reserves all rights with respect to the templates and user's guide under all applicable laws for the protection of proprietary information, including, but not limited to, trade secrets, copyrights, trademarks and patents.

Except as otherwise provided in this Agreement, Client shall not cause or permit unauthorized copying, reproduction or disclosure of any portion of the templates, or any instructions, manuals, or other documentation, or the delivery or distribution of any part thereof to any third person or entity, for any purpose whatsoever, without the prior written permission of Divine Informatics Limited. This restriction shall continue to bind Client and its agents and representatives beyond the termination of this Agreement.

Divine Informatics Limited accepts no responsibility for the operation or performance of the templates. The entire risk of use and consequences of use of Simple Mobile Dialer falls completely on the Client and Divine Informatics Limited shall not be liable in any respect for

any claims loss or injury alleged to have resulted from use of or in reliance on Simple Mobile Dialer.

In this respect, Client shall completely indemnify and defend for any such claim, loss or injury as provided below.

Protection of Proprietary Information:

Client agrees to keep in confidence and not disclose to others all knowledge, information and data furnished to Client by Divine Informatics Limited. The Client agrees not to use, nor reproduce for use in any way, any proprietary information of Divine Informatics Limited.

The Client agrees to protect the proprietary information of Divine Informatics Limited with the same standard of care and procedures used to protect its own proprietary information of similar importance but at all times using at least a reasonable degree of care.

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