

RISPONDO.IO

TERMS OF SERVICE

You are entering into these Terms of Service with INTERNAZIONALE, trgovina na debelo, d.o.o. incorporated and operating under the laws of Slovenia with company number 8774188000 and registered office at Kidričeva ulica 19, 5000 Nova Gorica (“**Rispondo.io**” or “**we**”).

Rispondo.io offers users (“**Users**” or “**You**”) global phone community services transacted through various software applications and services, including but not limited to the “Rispondo.io” application. These Terms of Service and the Rispondo.io privacy policy (the “**Terms**”) will govern Your use of Rispondo.io’s software applications, websites, web service API, tools or other services and features provided by Rispondo.io from time to time (collectively “**Services**”).

By accessing or using any of the Services, You agree to be bound by these Terms. If you do not agree to these Terms, you must not create an Account. By using the Rispondo.io application You confirm that You are a resident of the country in Europe to which the international dialing code of the phone number that you have registered for access to our Services belongs. Where other third party services are made available as part of our Services, then the respective third party terms of service and privacy policy shall apply to any such use by You.

Rispondo.io offers a product for consumers based on call recognition, which deliver a safe and secure way for people to identify calls and block scam.

1. PERSONAL INFORMATION

We are firmly committed to the security and protection of personal information of our Users and the Services. The Rispondo.io [privacy policy](#) describes how we collect, use, share and process personal information and You acknowledge and agree that Rispondo.io may collect, use, share and process personal information as described therein.

2. GRANT OF RIGHTS

Except as otherwise agreed separately in writing between us and subject to Your compliance with these Terms at all times, Rispondo.io grants You a personal, non-exclusive, non-transferable and limited right to use the Services for Your own personal, non-commercial use. You are not allowed to use the Rispondo.io Services on any device that You do not own or control. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Rispondo.io software applications, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent expressly permitted by these Terms or may be permitted by the licensing terms governing use of any open source components included in the Rispondo.io software applications).

You are not granted any right to use Rispondo.io’s name, trademarks or other commercial symbols. All rights not expressly granted to You under these Terms shall be retained by Rispondo.io.

In case You wish to use any part of the Services as a part of Your own application or modify any part of the Services, such use is subject to Rispondo.io’s prior written approval and that You enter into a separate license agreement with Rispondo.io. Any API, commercial or enterprise use of the Services shall be governed by other separate agreement as may be required by Rispondo.io.

3. SUPPORT

Rispondo.io strives to provide adequate and efficient technical support, upgrades and updates for the Services. Rispondo.io shall, however, not be under any obligation to provide support or maintenance for the Services under these Terms and reserves the right to limit or discontinue the support, upgrades and updates provided from time to time.

4. USER OBLIGATIONS AND RESTRICTIONS

You guarantee that any information and other content, such as Your profile information, that You may share with Rispondo.io as a User of the Services (together “**Content**”), to the best of Your knowledge, is correct, not in violation of applicable law, will not corrupt or disrupt the Services, and that you have the right to share the Content with Rispondo.io in order for Rispondo.io to provide the Services. If You are registering with Rispondo.io as a business entity, You represent that You have the authority to legally bind that entity, otherwise You guarantee to be at least 18 years old.

Except as otherwise agreed separately in writing between us You shall not make any commercial use of the Services or the Content or otherwise transfer for value the Services or the Content. You agree not to challenge Rispondo.io's rights in, or otherwise attempt to assert any rights in, the Services or any Content provided by other Users, except those rights explicitly granted under these Terms. You agree to use the Services and Content only as expressly permitted under these Terms.

You agree not to use the Services, Content or information to attempt to circumvent the regular operation of the Services, or reduce the fees or consideration that we may derive from the Services by any means including by creating multiple accounts, redirecting traffic, following other fraudulent or deceptive practices, creating a parallel repository thereof, or seeking to by-pass the Services or compete with us. Furthermore, you may not circumvent, bypass, avoid or breach any geographical restrictions on the Services, websites and applications, or any other legal, contractual or technical restrictions applying to the online activity.

Scraping of any information contained in the Services, by use of automated systems or software to extract data, including any Content and any third party information accessible via the Services, is strictly prohibited.

You may not use the Services or the Content in any way, which is illegal, harmful, or may be considered offensive by Rispondo.io, other Users or third parties. You agree not to exploit the Services or the Content in any unauthorized way whatsoever, including but not limited to, trespassing or burdening network capacity. You further agree not to use our Services or Content in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and You acknowledge and agree that Rispondo.io is not in any way responsible for any such use by You, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that You may receive as a result of using the Services. Notwithstanding any other remedies available to Rispondo.io, You agree that Rispondo.io may suspend or terminate Your use of the Services without notice if You use the Services or the Content in any prohibited manner, and that such use will be deemed a material breach of these Terms. You may not use or otherwise export or re-export the Services.

You may contact Rispondo.io via info@rispondo.io to report any violation or infringement of Your rights by Users of the Services.

5. PROPRIETARY RIGHTS

The Services are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Rispondo.io and its licensors shall retain ownership in and to the Services and to all related intellectual property rights, including without limitation copyrights, trademarks, trade names, logos, database rights, patents and other intellectual or industrial property rights held and used by Rispondo.io as well as those presented in the Rispondo.io application (including titles, graphics, icons, scripts, source codes etc.). You are granted only a limited right to use the Services subject to these Terms and no intellectual property rights are or will be deemed to be transferred or licensed to You except as contemplated herein.

6. THIRD PARTY CONTENT

The Services may contain links to external content provided by third party websites and services. Such third party content, websites and services may be subject to the respective third party terms and conditions and Rispondo.io will not be liable for any such third party content, websites or services.

7. AVAILABILITY OF OUR SERVICES

We work hard to keep our Services fully operational and to provide you with the best experience. However, the availability of our Services may change from time to time. We will have no liability to You for Your inability to use our Services in connection with the actions of third parties and events beyond our reasonable control such as events in nature and other force majeure events. For example, when You access our platform through mobile devices, we will be dependent on the interoperability of our platform with various third-party operating systems (particularly Android and Apple's iOS). Our Services may be impeded to effectively operate due to certain technical restrictions introduced by such operating systems.

8. LIMITATION OF LIABILITY

If you are a consumer as defined in Article 2.1 of the Consumer Rights Directive (2011/83/EU), these Terms only limit our responsibilities to the maximum extent permitted by law but not for fraud, fraudulent misrepresentation or death or personal injury caused by negligence or willful misconduct.

If you're an entity or individual who is not a consumer, you expressly agree that rispondo.io shall in no event be liable for any direct, indirect, special, incidental, consequential or exemplary damages, including but not limited to damages for loss of profits, data and goodwill, arising out of the use or inability to use the services or the content, even if advised of the possibility of such damages. In particular, and without limitation, Rispondo.io shall have no liability for any information stored or processed within the Services, including the costs of recovering such information. Your only right or remedy with respect to any problems or dissatisfaction with the Services, is to uninstall the Rispondo.io applications and cease to use the Services.

Rispondo.io makes no warranty or representation, either express or implied with respect to the services, their quality, performance, merchantability, fitness for a particular purpose or non-infringement of third party rights. Rispondo.io shall not be liable for the validity, reliability or correctness of the content and information provided through and in connection with use of the services. Any use of the content and information obtained through the use of the services shall be at your own discretion and risk.

9. PAID SERVICES

Rispondo.io offers certain features or services for which a fee will be payable (“**Paid Services**”). Your purchase of the Paid Services may be subject to foreign exchange fees or differences in prices based on location. If You purchase or subscribe to such Paid Services, You agree to pay us the applicable fees (“**Rispondo.io Fees**”) and taxes in accordance with the applicable third party payment and billing terms, based on the platform You are using, which are incorporated herein by reference. You will be charged the applicable fees and taxes during the subscription period unless You cancel the Paid Service, in which case You agree to still pay these fees through the end of the applicable subscription period. We may change the Rispondo.io Fees from time to time by posting the changes in or on the Services or by notifying You in advance. All fees are, except as otherwise expressly provided herein or as required by applicable law, non-refundable. Failure to pay these fees may result in suspension or termination of your Service or subscription.

Services are connected to Your phone number. Therefore, in some cases, if You change the device or its SIM-card, You cannot transfer the balance to a new device or SIM-card and no refund will be available in such cases. Any remaining balance of prepaid fees not used within twelve (12) months from the purchase will expire without any right of refund.

You acknowledge that You are fully responsible for the Internet connection and/or mobile charges that You may incur for using our Services. Please consult Your carrier, mobile operator, etc. for further information.

When you purchase a Paid Service without a trial period you expressly agree to and acknowledge that you request the immediate performance of the paid Services, and thereby you lose your right of withdrawal once your subscription has been confirmed.

When you register for a trial period and do not cancel the Paid Service before the end of the trial period, you expressly agree to and acknowledge that we will provide you with the paid Services immediately after the trial period has ended and that you will lose your right of withdrawal from that time.

10. TERMINATION

Your right to use the Services continues until these Terms are terminated. Rispondo.io may terminate the Terms and Your use of the Services at any time with thirty (30) days’ advance notice. You may terminate the Terms at any time by uninstalling the Rispondo.io applications and ceasing the use of the Services. These Terms will automatically terminate if You fail to comply with them. Upon any termination, You agree to cease using the Services. Upon termination by You, or by Rispondo.io due to Your breach of these Terms, You will not be refunded any license fees or other prepaid fees, if any. Upon termination by Rispondo.io without cause, You will be refunded any unused prepaid fees upon Your written request, provided a receipt of such fees and a clear payment instruction are included in Your request.

Provisions of sections Disclaimer of Warranties, Limitation of Liability, Termination and Governing Law shall survive any termination of these Terms.

11. ASSIGNMENT

Rispondo.io reserves the right, at its own discretion, to freely assign and transfer the rights and obligations under these Terms to any third party.

12. ADDITIONAL TERMS AND CHANGES

Rispondo.io may change the Services at any time, such as by adding or removing features or discontinuing the Services. Rispondo.io also reserves the right to modify these Terms at any time by providing revised Terms to the User or by publishing the revised Terms within the Services. In case of material changes, the User shall always be notified thereof and provided the option to immediately terminate the Services. If You choose to terminate the Services, You will be refunded any unused prepaid fees upon Your written request, provided a receipt of such fees and a clear payment instruction are included in Your request. The revised Terms shall become effective upon such publishing or notification to the User. Any continued use by You of the Services following publication or notification of revised Terms shall constitute Your acceptance to the revised Terms.

13. LEGAL GUARANTEE

European consumer laws provide you with a legal guarantee covering the digital services that we provide you. Under this guarantee, we are liable for any lack of conformity that you discover during your subscription period.

14. THIRD PARTY DISTRIBUTION CHANNELS

Our Services may be made available through downloading the application on the Apple App Store, the Google Play Store or other distribution channels (“Distribution Channels”). If you obtain “Rispondo.io” application through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. If you have downloaded “Rispondo.io” application from App Store of Apple Inc or if you are using the “Rispondo.io” application on an iOS device, you acknowledge that you have read, understood, and agree to the Exhibit B to Schedule 1 of the following Apple Developer Program License Agreement:

<https://developer.apple.com/support/downloads/terms/apple-developer-program/Apple-Developer-Program-License-Agreement-20220606-English.pdf>

15. GOVERNING LAW AND JURISDICTION

These Terms shall be governed by the laws of Rispondo.io country and any disputes arising out of or in connection with these Terms may be brought before Rispondo.io country’s courts.

16. CONTACT

If you have any questions concerning our Services or these Terms, please contact our Customer Support team by visiting the Support section of our website. You may also contact us at info@rispondo.io.