

CALLWALL

Notice Specific to Software Available on this Website.

CALLWALL is a premium peer to peer, digital communication services platform. **CALLWALL** establishes communication using texts audio, video, gestures which enable human to interact with each other for meaningful social communications. **CALLWALL** enables users' access from their desktop, laptops, mobile phones and various hand-held devices.

CALLWALL, it's software and all other associated software are the exclusive property of **VIDAHU INFOTECH SOLUTIONS PVT LTD.** and its associates' affiliates and partners (hereinafter referred to as '**VIDAHU**').

Any software that may be made available to download from the **CALLWALL** website (hereinafter referred to as '**Software**') is the copyright work of **VIDAHU**.

Use of the software is governed by the TOU or End User License Agreement, if any, which is posted on the website of **CALLWALL** or **VIDAHU** or is included in the License Agreement. An end user will be unable to install any software that is accompanied by or includes a License Agreement, unless he or she first agrees to the Terms of Use and/ or License Agreement.

ACCEPTANCE OF TERMS

The services that **CALLWALL** provides to you are subject to following Terms of Use (hereinafter referred to as '**TOU**'). **CALLWALL** reserves the right to update the TOU at any time without notice to you. The most current version of the TOU can be reviewed by clicking "Terms of Use" hypertext link located at the bottom of our web pages.

It is to be noted that the terms **CALLWALL** and/ or **VIDAHU** are to be used interchangeably and the use of one of these terms may in the right context be understood as use of the other.

TERMS OF USE

Important, read carefully : Your use of and access to the **CALLWALL** website and products and services and associated software of **CALLWALL** or its associated software **BIZCALL** (hereinafter referred to as "Services") video communications, other products which are the property of **VIDAHU** is conditioned upon your compliance with and acceptance of these terms, which include your agreement to arbitrate claims. Please review thoroughly before accepting.

Accessing the **CALLWALL** website or by utilizing the **CALLWALL** services you agree to be bound by these terms of service and all exhibits, order forms, and incorporated policies (hereinafter referred to as the "agreement" or "TOS"). The **CALLWALL** services are not available to persons who are not legally eligible to be bound by these terms of service.

CALLWALL will provide the Services, and you may access and use the Services, and pay for the same in accordance with this Agreement. **CALLWALL** may provide any of the Services hereunder through any of its Affiliates.

SYSTEM REQUIREMENTS.

Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility and not that of **CALLWALL** or **VIDAHU** or their allied software or products.

1. **DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

2. Service specific definitions are found in the Services Description located at

- i. “End User” means a Host or Participant (as defined in the Services Description) who uses the Services.
- ii. "Initial Subscription Term" means the initial subscription term for a Service as specified in an Order Form.
- iii. "Service Effective Date" means the date an Initial Subscription Term begins as specified in an Order Form.
- iv. "Renewal Term" means the renewal subscription term for a Service commencing after the Initial Subscription Term or another Renewal Term as specified in an Order Form.
- v. “Services” means such services provided by CALLWALL such as peer to peer, digital communication services using text, audio, video and gestures which enable humans to interact with each other, and standard updates to the Services that are made generally available by CALLWALL during the term. CALLWALL may, in its sole discretion, discontinue the Services or modify the features of the Services from time to time without prior notice.

3. **BETA / PREMIUM SERVICES.**

CALLWALL may, from time to time, offer access to services that are classified versions of their present software. Access to and use of these versions may be subject to additional agreements. CALLWALL makes no representations that any other version will ever be made generally available and reserves the right to discontinue or modify any other version at any time without notice. Any other versions are provided AS IS, and may contain bugs, errors or other defects, and your use of any other version is at your sole risk.

4. USE OF SERVICES AND YOUR RESPONSIBILITIES.

You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for your use and your End Users' use of the Services and shall abide by, and ensure compliance with, all Laws for the time being in force in India in connection with your use and each End User's use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.

5. REGISTRATION INFORMATION.

You may be required to provide information about yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate. You may also be asked to choose a user name and password. You are entirely responsible for maintaining the security of your user name and password and agree not to disclose such to any third party.

6. PAYMENT

You agree to pay for the services provided on this website by **CALLWALL** and or **VIDAHU** for the price indicated for the use of the services. The payment policy of **CALLWALL** is determined by **VIDAHU** and the same solely at discretion of **VIDAHU** and no person has the right to question the same.

7. CHARGES AND CANCELLATION.

- i. You agree that **CALLWALL** may charge to Your credit card or other payment mechanism selected by You and approved by **CALLWALL** ("Your Account") all amounts due and owing for the Services, including

taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account.

- ii. **CALLWALL** may change prices at any time, including changing from a free service to a paid service and charging for Services that were previously offered free of charge; provided, however, that **CALLWALL** will provide you with prior notice and an opportunity to terminate your Account if **CALLWALL** changes the price of a Service to which you are subscribed and will not charge you for a previously free Service unless you have been notified of the applicable fees and agreed to pay such fees.
- iii. You agree that in the event **CALLWALL** is unable to collect the fees owed to **CALLWALL** for the Services through your Account, **CALLWALL** and/ or **VIDAHU** may take any other steps it deems necessary to collect such fees from You and that You will be responsible for all costs and expenses incurred by **CALLWALL** and/ or **VIDAHU** in connection with such collection activity, including collection fees, court costs and attorneys' fees.
- iv. You further agree that **CALLWALL** and/ or **VIDAHU** may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due. You may cancel your subscription at any time. If you cancel, you will not be billed for any additional terms of service, and service will continue until the end of the current Subscription Term. If you cancel, you will not receive a refund for any service already paid for.

8. **YOUR CONTENT.**

- a. You agree that you are solely responsible for the content , photographs, videos, graphics or any other forms, figures and caricatures ("Content") sent or transmitted by you or displayed or uploaded by you in using the Services and for compliance

with all Laws for the time being in force in India or global laws pertaining to the Content, including , but not limited to, Laws requiring you to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights.

- b. You represent and warrant that you have the right to upload the Content to CALLWALL and that such use does not violate or infringe on any rights of any third party.
- c. Under no circumstances will CALLWALL be liable in any way for any
 - i. Content that is transmitted or viewed while using the Services,
 - ii. errors or omissions in the Content, or
 - iii. any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content.

Although **CALLWALL** is not responsible for any Content, **CALLWALL** may delete any Content, at any time without notice to you, if **CALLWALL** becomes aware that it violates any provision of this Agreement, or any law or is immoral, indecent or against public policy. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Services.

9. RECORDINGS.

- i. You are responsible for compliance with all recording laws which are for the time being in force in India. The host can choose to record CALLWALL meetings and Webinars. By using the Services, you are giving CALLWALL consent to store recordings for any or all CALLWALL meetings or webinars that you join, if such recordings are stored in our systems. You will receive a notification (visual or

otherwise) when recording is enabled. If you do not consent to being recorded, you can choose to leave the meeting or webinar.

ii. CALLWALL, VIDAHU are the sole owners of the software and its allied programs and hence you will agree to all the terms and conditions regarding the recording policies of CALLWALL, VIDAHU and/or its affiliates and associates

iii. Recording rules are separately displayed on the website.

iv. The recorded links, whether saved or otherwise are the property of CALLWALL, VIDAHU and can be used by them as such

v. In any event CALLWALL, VIDAHU has the absolute right and authority to decide what is the accepted standard of morality as regards the content posted or recorded in their software whether or not it is during or after the termination of your account.

10. CHAT

i. CALLWALL, VIDAHU are the sole owners of the software and its allied programs and hence you will agree to all the terms and conditions regarding the chat policies of CALLWALL, VIDAHU Chat rules are separately displayed on the website.

ii. The recorded links and saved chats are the property of CALLWALL, VIDAHU and can be used by them as such.

iii. CALLWALL, VIDAHU reserves the right to block or discontinue users who stray from the accepted standards of morality, decency and public policy in the region or country. In any event CALLWALL, VIDAHU and/or its affiliates and associates have the absolute right and authority to decide what is the accepted standard of morality as regards the content posted or recorded in their software whether or not it is during or after the termination of your account.

11. PROHIBITED USE.

You agree that you will not use, and will not permit any End User to use, the Services to:

- i. modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services;
- ii. knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts **CALLWALL**'s networks, your accounts, or the Services;
- iii. engage in activity that is illegal, fraudulent, false, or misleading,
- iv. transmit through the Services any material that may infringe the intellectual property or other rights of third parties;
- v. build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; or
- vi. use the Services to communicate any message or material that is harassing, libellous, threatening, obscene, indecent, would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation;
- vii. upload or transmit any software, Content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of **CALLWALL** or other users of Services;
- viii. engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or **CALLWALL**'s security systems.

ix. use the Services in violation of any **CALLWALL** policy or in a manner that violates applicable law, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations and laws requiring the consent of subjects of audio and video recordings, and You agree that You are solely responsible for compliance with all such laws and regulations.

12. **LIMITATIONS ON USE.**

- a. You may not reproduce, resell, or distribute the Services or any reports or data generated by the Services for any purpose unless you have been specifically permitted to do so under a separate agreement with CALLWALL.
- b. You may not offer or enable any third parties to use the Services purchased by you, display on any website or otherwise publish the Services or any Content obtained from a Service (other than Content created by you) or otherwise generate income from the Services or use the Services for the development, production or marketing of a service or product substantially similar to the Services.

13. **MANAGE SCREEN SHARING**

- i. Only hosts and co-hosts have the ability to share their screens by default. However, hosts may enable screen sharing for participants on a per meeting basis or change settings to enable participant screen sharing by default for all meetings.
- ii. CallWall reserves the rights to access control modify and alter the screen sharing rights as per the policy of CALLWALL, VIDAHU and/or its affiliates and associates. You may check the updates for the latest information

14. **MODIFICATION**

i. CALLWALL, VIDAHU are the sole owners of the software and its allied programs and hence you will agree to all the terms and conditions regarding the recording and chat policies of CALLWALL and/ or VIDAHU.

15. SUPPORT

i. If a CALLWALL hacker disrupts your meeting, please report it to CALLWALL at contacts@vidahu.com with “**CALLWALLbombing**” as the subject. Include the date, time, meeting ID, and any other relevant information.

ii. There will be a single link of TOS. If you are using the CALLWALL website then you are deemed to have agreed to the conditions

16. RESPONSIBILITY FOR END USERS.

- a.** You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End User will comply with the terms of this Agreement and any **CALLWALL** and/ or **VIDAHU** policies.
- b.** **CALLWALL** and/ or **VIDAHU** assumes no responsibility or liability for violations.
- c.** If you become aware of any violation of this Agreement in connection with use of the Services by any person, please contact CALLWALL at contacts@vidahu.com.
- d.** **CALLWALL** and/ or **VIDAHU** may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User profiles.

- e. Under no circumstances will **CALLWALL** and/ or **VIDAHU** be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

17. CALLWALL OBLIGATIONS FOR CONTENT.

- i. CALLWALL will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to Content, in accordance with industry standards.
- ii. CALLWALL will not access, view or process Content except
 - a) as provided for in this Agreement and in CALLWALL's Privacy Statement;
 - b) as authorized or instructed by you,
 - c) as required to perform its obligations under this Agreement; or
 - d) as required by Law. CALLWALL has no other obligations with respect to Content.

18. ELIGIBILITY.

- i. You affirm that you are at least 18 years of age and are otherwise 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. In the event you are not 18 years of age, your parent /guardian or anyone authorising you are deemed to be bound by the TOS .

- ii. Your access may be terminated without warning if we believe that you are under the age of 18 or are otherwise ineligible.

19. INTENDED USE; RESTRICTION ON USE BY CHILDREN.

The Services are intended for business use. You may choose to use the Services for other purposes, subject to the terms and limitations of this Agreement. CALLWALL is not intended for use by individuals under the age of 18, unless authorised by your parent /guardian or anyone authorising you.

20. TERMINATION.

- i. The CALLWALL website contains information on how to terminate Your Account. If you have purchased a Service for a specific term, such termination will be effective on the last day of the then-current term.

- ii. In the event , you want to terminate your account, you will have to go to FAQs section for step by step process.

Provided that CALLWALL , VIDAHU shall have the complete rights to approve termination of the account, suspend the account or its termination and /or retain the data contained in the account.

- iii. A Renewal Term will begin automatically unless either party provides notice of termination at least thirty (30) days prior to the commencement of the next Renewal Term.

- iv. If you fail to comply with any provision of this Agreement, CALLWALL may terminate this Agreement immediately and retain any fees previously paid by you.

- v. Upon termination the relevant terms, in favour of CALLWALL, shall survive any termination of this Agreement.

vi. Upon any termination of this Agreement, you must cease any further use of the Services.

vii. If at any time you are not happy with the Services, your sole remedy is to cease using the Services and follow this termination process.

21. PROPRIETARY RIGHTS.

i. **CALLWALL** and/ or **VIDAHU**, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("CALLWALL Marks") associated or displayed with the Services.

ii. You may not frame or utilize framing techniques to enclose any CALLWALL Marks, or other proprietary information (including images, text, page layout, or form) of CALLWALL without express written consent of VIDAHU.

iii. You may not use any meta tags or any other "hidden text" utilizing CALLWALL Marks without express written consent of VIDAHU PVT LTD.

iv. Any communication to VIDAHU should be addressed at contacts@vidahu.com

22. COPYRIGHT.

i. You may not post, modify, distribute, or reproduce in any way copyrighted material, trademarks, rights of publicity or other proprietary rights without obtaining the prior written consent of the owner of such proprietary rights.

ii. CALLWALL may deny access to the Services to any User who is alleged to infringe another party's copyright.

iii. Without limiting the foregoing, if you believe that your copyright has been infringed, please notify **CALLWALL** and/ or **VIDAHU** at contacts@vidahu.com

23. EXPORT RESTRICTIONS.

i. You acknowledge that the Services, or a portion thereof, are subject to the trade sanctions laws Export Control and Sanctions Laws of India.

ii. You and your End Users may not access, use, export, re-export, divert, transfer or disclose any portion of the Services or any related technical information or materials, directly or indirectly, in violation of Export Control and Sanctions Laws.

iii. You represent and warrant that:

I. You and your End Users

a) are not citizens of, or located within, a country or territory that is subject to Indian. trade sanctions or other significant trade restrictions (including Pakistan, China or any country where restrictions are, at the relevant time in force) and that you and your End Users will not access or use the Services, or export, re-export, divert, or transfer the Services, in or to such countries or territories;

b) are not persons, or owned 50% or more, individually or in the aggregate by persons, identified on India's Blocked Persons List or Foreign Sanctions Evaders Lists; and

II. You and your End Users located in countries outside India especially Pakistan, Bangladesh, China, Russia, or Venezuela are not Military End Users and will not put CALLWALL's Services to a Military End Use,

a) no Content created or submitted by You or Your End Users is subject to any restriction on disclosure, transfer, download, export or re-export under the Export Control and Sanctions Laws;

- b) You and your End Users will not take any action that would constitute a violation of any Indian laws.

24. NO HIGH RISK USE

The Services are not designed or licensed for use in hazardous environments requiring fail-safe controls, including without limitation operation of nuclear facilities, aircraft navigation/communication systems, air traffic control, and life support or weapons systems. The Services shall not be used for or in any HIGH RISK environment.

25. INJUNCTIVE RELIEF.

You acknowledge that any use of the Services contrary to this Agreement, or any transfer, sublicensing, copying or disclosure of technical information or materials related to the Services, may cause irreparable injury to **CALLWALL** and/ or **VIDAHU** and any other party authorized by **CALLWALL** and/ or **VIDAHU** to resell, distribute, or promote the Services ("Resellers"), and under such circumstances **CALLWALL** and/ or **VIDAHU** and Resellers will be entitled to equitable relief, without posting bond or other security, including, but not limited to, preliminary and permanent injunctive relief.

26. NO WARRANTIES.

You understand and agree that the services are provided "as is" and **CALLWALL** and/ or **VIDAHU** and resellers expressly disclaim all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement. **CALLWALL** and/ or **VIDAHU** and resellers make no warranty or representation regarding the results that may be obtained from the use of the services, regarding the accuracy or reliability of any information obtained through the services or that the services will meet any user's requirements, or be uninterrupted, timely, secure or error free.

Use of the services is at your sole risk. Any material and/or data downloaded or otherwise obtained through the use of the services is at your own discretion and risk. You will be solely responsible for any damage to you resulting from the use of the services. The entire risk arising out of use or performance of the services remains with you. **CALLWALL** and/ or **VIDAHU** do not assume any responsibility for retention of any user information or communications between users. **CALLWALL** and/ or **VIDAHU** cannot guarantee and does not promise any specific results from use of the services. Use is at your own risk.

27. INDEMNIFICATION

You agree to indemnify, defend and hold harmless **CALLWALL** and/ or **VIDAHU** its, officers, directors, employees, consultants, agents and Resellers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your use of the Services, your violation of this Agreement or the infringement or violation by you or any other user of your account, of any intellectual property or other right of any person or entity or applicable law.

28. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event will **CALLWALL** and/ or **VIDAHU** or resellers be liable for any special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss or damage) arising out of the use of or inability to use the services or the provision of or failure to provide technical or other support services, whether arising in tort (including negligence) contract or any other legal theory, even if **CALLWALL** and/ or **VIDAHU**, suppliers or resellers have been advised of the possibility of such damages. in any case, **CALLWALL** and/ or **VIDAHU**, its suppliers' and resellers' maximum cumulative liability and your exclusive remedy for any claims arising out of or related to this agreement will be limited to the amount actually paid by

you for the services (if any) in the twelve (12) months preceding the event or circumstances giving rise to such claims, wherever applicable.

29. AGREEMENT TO ARBITRATE; WAIVER OF CLASS ACTION.

You agree to resolve disputes only on an individual basis, or through arbitration if the earlier remedy fails as contemplated by the present agreement. The parties expressly waive any right to bring any action, lawsuit, or proceeding as a class or collective action, or any other proceeding in which any party acts or proposes to act in a representative capacity, if applicable.

30. PRIVACY AND OTHER POLICIES.

i. Use of the Services is also subject to **CALLWALL** and/ or **VIDAHU's** Privacy Statement, a link to which can be found by selecting “**Privacy and Legal Policies**” in the footer of this website.

ii. The Privacy Statement, and all policies noticed at “**Privacy and Legal Policies**” are incorporated into this Agreement by this reference.

iii. You understand and agree that **CALLWALL** and/ or **VIDAHU** may contact you via e-mail or otherwise with information relevant to your use of the Services, regardless of whether you have opted out of receiving marketing communications or notices.

31. MISCELLANEOUS

i. **Choice of Law and Forum.** This Agreement shall be governed by and construed under the laws of India as applied to agreements entered into and to be performed in India. The Parties consent to the exclusive jurisdiction and venue of Mumbai, India.

ii. **Waiver and Severability.** Failure by either Party to exercise any of its rights under or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be amended to achieve as nearly as possible the same effect of the original provision and intention and the remainder of this Agreement will remain in full force and effect.

iii. **General Provisions.** This Agreement embodies the entire understanding and agreement between the Parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the Parties respecting such subject matter, except that if you or your company have executed a separate written agreement or you have signed an order form referencing a separate agreement governing your use of the Services, then such agreement shall control to the extent that any provision of this Agreement conflicts with the terms of such agreement. **CALLWALL** and/ or **VIDAHU** may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. **CALLWALL** and/ or **VIDAHU** will exercise commercially reasonable business efforts to provide notice to you of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on you. If you do not agree with the changes, you should discontinue using the Services. If you continue using the Services after such ten-business-day period, you will be deemed to have accepted the changes to the terms of this Agreement. In order to participate in certain Services, you may be notified that you are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement. This Agreement has been prepared in the English Language and such version shall be controlling in all respects and any non-English version of this Agreement is solely for accommodation purposes.

iv. **Disputes.** A dispute is any controversy between you and **CALLWALL** and/ or **VIDAHU** concerning the Services, any software related to the Services, the

price of the Services, your account **CALLWALL** and/ or **VIDAHU**'s advertising, marketing, or communications, your purchase transaction or billing, or any term of this Agreement, under any legal theory including contract, warranty, tort, statute, or regulation, except disputes relating to the enforcement or validity of your or **CALLWALL** and/ or **VIDAHU**'s intellectual property rights. As part of the best efforts process to resolve disputes, and prior to initiating arbitration proceedings, each party agrees to provide notice of the dispute to the other party, including a description of the dispute, what efforts have been made to resolve it, and what the disputing party is requesting as resolution, to contacts@vidahu.com

v. **Arbitration Procedure.** Disputes not resolved pursuant to the above shall be resolved through arbitration. The arbitration shall be conducted as per the procedure set out under the Arbitration and Conciliation Act as amended from time to time. Arbitration hearings will take place in Mumbai.

vi. **Sole Arbitrator** A single arbitrator will be appointed.

vii. **Severability.** If any provision of this clause is found to be illegal or unenforceable, then that provision will be severed; however, the remaining provisions shall still apply and shall be interpreted to as nearly as possible achieve the original intent of this clause inclusive of the severed provision.