**Sapphire Meet Terms of Service**

Sapphire Meet Inc. (“Sapphire Meet,” “our,” “we,” or “us”) provides messaging, Internet calling, video conferencing and other services to users around the world. Please read our Terms of Service so you understand what’s up with your use of Sapphire Meet. You agree to our Terms of Service (“Terms”) by installing, accessing, or using our apps, services, features, software, or website (together, “Services”).

#### Use of Material

The information, artwork, text, video, audio, or pictures (collectively, "Materials") contained on the Sapphire Meet Web site are protected by copyright laws. You may only access and use the Materials for personal or educational purposes. You may not modify or use the Materials for any other purpose without Sapphire Meet  express written consent. Except as provided below, you may not reproduce, republish, post, transmit or distribute any Materials on the Sapphire Meet  Web site. You may print Materials on the Sapphire Meet Web site for personal or educational purposes only, and you must include any copyright notice originally included with the Materials in all copies.

Any computer software downloadable or otherwise available from the Sapphire Meet Web site is licensed subject to the terms of the applicable license agreement. The Materials included on the Sapphire Meet Web site are subject to change without notice.

### About our services

**Registration.** You must register for our Services using accurate data, provide your current mobile phone number, and, if you change it, update this mobile phone number. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

**Address Book.** You provide us the phone numbers of Sapphire Meet  users and your other contacts in your mobile phone address book on a regular basis. You confirm you are authorized to provide us such numbers to allow us to provide our Services.

**Age.** You must be at least 10 years old to use our Services (or such greater age required in your country for you to be authorized to use our Services without parental approval). In addition to being of the minimum required age to use our Services under applicable law, if you are not old enough to have authority to agree to our Terms in your country, your parent or guardian must agree to our Terms on your behalf.

**Devices and Software.** You must provide certain devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to downloading and installing updates to our Services, including automatically.

**Fees and Taxes.** You are responsible for all carrier data plan and other fees and taxes associated with your use of our Services. We may charge you for our Services, including applicable taxes. We may refuse or cancel orders. We do not provide refunds for our Services, except as required by law.

**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.

### Disclaimers

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN “AS IS” BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL, AND ARE NOT RESPONSIBLE FOR, CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE “SAPPHIRE MEET PARTIES”) FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, “CLAIM”) AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES..

### Limitation of liability

THE SAPPHIRE MEET PARTIES WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, OR OUR SERVICES, EVEN IF THE SAPPHIRE MEET PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, OR IN ANY WAY IN CONNECTION WITH OUR TERMS, US, THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, THE LIABILITY OF THE SAPPHIRE MEET PARTIES WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**Indemnification**

Upon a request Sapphire Meet, you agree to defend, indemnify, and hold harmless the Sapphire Meet  from all liabilities, claims, and expenses, including attorney's fees, that arise from your use or misuse of the Sapphire Meet.com website or software. Sapphire Meet reserves the right, at it own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Sapphire Meet  in asserting any available defenses.

#### Use of Your Personal Information

Sapphire Meet will periodically inform you via email and through Sapphire Meet  .com messages of new feature announcements, software releases, technical service issues and product surveys. These emails and messages are considered essential to the provision of the service you have requested.

In order to continue to develop a better online experience, Sapphire Meet collects computer hardware and software information which may include: your browser type, Internet IP address, Operating System and referring Website addresses. Certain Sapphire Meet usage information is also collected by Sapphire Meet which can include: chat session times, login times and software version numbers. This information is used for the operation of the service, to maintain the quality of the service, and to provide aggregate statistics regarding use of the service.

If you do not wish to continue receiving emails you can unsubscribe by clicking on the unsubscribe link at the bottom of the letter.

#### Notification of Changes

Sapphire Meet will occasionally update the Terms of Use to reflect the company and customer feedback.