**END-USER LICENCE AGREEMENT**

for the use of the Software Product,

located at https://zvonobot.com/

**1. General terms and conditions.**

1.1. This Agreement establishes the conditions for granting the right to use the Software for a computer, located at Zvonobots.r.o. service https://zvonobot.com/ (Software Product) by any legal entity or individual entrepreneur using the Software Product (hereinafter-the User) and the Zvonobots.r.o. service https://zvonobot.com/, represented by the Director Alexei Klabukov, who is the Copyright Holder of the exclusive right to the Software Product (hereinafter - the Rightsholder or the Copyright Holder).

1.2. The software Product is designed for self-generation of voice messages by the User and sending the specified voice messages to recipients, who have agreed to send them relevant messages in the manner prescribed by the current legislation of the country in which the mailings are carried outand international law.

1.3. Use of the Software Product is governed by this agreement, as well as by other terms of use of the Software Product, posted on the Copyright Holder's website https://zvonobot.com/. This agreement, other terms of use of the Software Product, posted on the Rightsholder’s website https://zvonobot.com/ may be modified by the Rightsholder without any special notice to Users. The new version of the agreement enters into force from the moment of its placement (from the date of publication) in the information and telecommunication network “Internet” at the address specified in this paragraph, unless otherwise provided by the new edition of the agreement. The current version of the agreement is always on the page in the information and telecommunication network “Internet” at https://zvonobot.com/.

1.4. The exclusive right to the Software Product belongs to the Rightsholder.

1.5. Starting to use the Software Product (having passed the registration procedure, since the creation of the User's personal account), the User is considered to have accepted the terms of this agreement in full, without any reservations or exceptions. In case of disagreement by the User with any of the conditions of this agreement, the User cannot use the Software Product. In case if the Rightsholder had made any changes to this agreement in accordance with paragraph 1.3. of this agreement, with which the User does not agree, he must stop using the Software Product. Use of the Software Product in violation (non-fulfillment) of any of the terms of this agreement is prohibited.

**2. User registration. User account.**

2.1. In order to use the Software, the User must complete the registration procedure, as a result of which a unique account will be created for the User, including a login and password (hereinafter - identification dates).

2.2. For registration, the User agrees to provide accurate and complete information about yourself in the sections offered in the form of registration, and to keep this information up to date. The User guarantees that the information specified during registration is accurate and relevant and undertakes to settle all claims on the part of the Rightsholder and/or third parties, including those sent to the Rightsholder regarding the content of the information specified by the User, independently and at his own expense, as well as to reimburse all costs incurred by the Rightsholder for the settlement of such claims, within 1 (one) calendar day from the date of submission of the relevant requirement from the Copyright Holder.

2.3. The Rightsholder reserves (saves) the right at any time to require the User to confirm the data specified during registration, and request in this regard supporting documents, the failure to provide which, at the discretion (judgment) of the Rightsholder, may be equated to the provision of inaccurate information. In case that the User provides inaccurate personal information or data specified during the registration of the User, as well as if the User’s data specified in the documents provided to them do not correspond to the data specified during registration, as well as in case when the data specified during registration do not allow the User to be identified, the Rightsholder has the right to refuse the User access to the account and use of the Software Product, i.e. block the User’s account. In this case, any funds transferred by the User to the Rightsholder from the moment of the start of using the Software Product, including the funds located on the User’s electronic virtual account, are non-refundable.

2.4. When registering, the User independently chooses his login (unique symbolic name of the user account) and the password for the access to the account. The Rightsholder has the right to prohibit the use of certain logins, as well as set requirements for the login and password (length, valid characters, etc.), information about which is contained on the Rightsholder’s website https://zvonobot.com/.

2.5. The user is solely responsible for the security (resistance to guessing) of the means chosen by him for access to the account, and also independently ensures their confidentiality. The User is solely responsible for all actions (as well as their consequences) within or using the Software Product under the User’s account, including cases of the User’s voluntary transfer of data for access to the User’s account to third parties under any conditions (including under agreements). In this case, all actions within or with the use of the Software Product under the account of the User are deemed to be made by the User.

2.6. In case of violation of clause 2.5 of this agreement, the User shall be responsible for the implementation of actions using the User’s identification data by third parties, including the violation by these parties of the requirements of the laws of the country in which the mailings are carried outand international law. The User undertakes to settle all claims on the part of the Rightsholder and (or) third parties, including those sent to the Rightsholder related to the use of the User’s identification data by third parties, and also undertakes to reimburse all costs incurred by the Rights Holder to settle this kind within 1 (one) calendar day from the date of presentation of the claim by the Rightsholder.

2.7. Upon completion of the registration procedure, the User is allowed to use the Software Product.

2.8. By specifying the company's phone number in the Software Product, using the “Add number” item from which voice messages to recipients from the User will be received, the User confirms that the phone number belongs to him. It is strictly forbidden to add other people's phone numbers, even in the case of temporary access to them.

**3. Use of the Software Product.**

3.1. Performance of the functions of the Software Product is possible only with access to the information and telecommunication network “Internet”. The User independently receives and pays the right to use the Software Product under the conditions established by this User Agreement and at by the Tariffs posted on the Copyright Holder's website https://zvonobot.com/, unless otherwise agreed by the Parties in a separate agreement for the condition of the right to use the Software Product.

3.2. The implementation by the User of the right to use the Software Product is carried out by independently generating and sending messages to recipients who have agreed to receive the relevant messages in the manner prescribed by the current legislation of the country in which the mailings are carried out and international law. Direct sending of the message is carried out by the relevant communication operator in the manner prescribed by the legislation of the country in which the mailings are carried out and international law. The provision by the Rightsholder of the rights to use the Software Product implies that the Rightsholder does not have the technical ability to control the content of the information transmitted by the User, the recipient numbers of messages to which the User information is sent, the consent of the recipients of the User’s messages to receive information from the User, and the accuracy of the User’s signature, as well as other User’s identification information contained in the messages sent.

3.3. When sending messages through the use of the Software Product, the User warrants that he sends only to persons who have agreed to receive information in this way from the User, in the manner prescribed by the applicable laws of the country in which the mailings are carried out and international law. When distributing information by sending messages through the Software Product of the Rightsholder, the User acts as an advertising distributor. The Rightsholder has the right at any time to request from the User documents confirming the consent of the specified persons to receive messages. Failure by the User to submit the specified document within 1 (one) calendar day entails the consequences stipulated by clauses 3.6. and 3.7., of this agreement.

3.4. The User acknowledges and agrees that the Rightsholder does not have the opportunity to listen to the content of any kind of messages sent by the User through the Software Product. The user acknowledges and agrees that he must independently evaluate all risks associated with sending communications, including the risks of violating the current legislation of the country in which the mailings are carried outand international law and of incurring adverse consequences on his own, as a result of such a violation.

3.5. The User is solely responsible to third parties for his actions related to the use of the Software Product, including compliance of the content of the sent messages with the requirements of current legislation, if such actions lead to a violation of the rights and legitimate interests of third parties, as well as for compliance with the law when using the Software Product.

3.6. The User warrants that he is the final (ultimate) distributor of communications and undertakes not to transfer the right to use the Software Product to third parties. In case of non-fulfillment of the obligation imposed on the User, the User shall pay to the Rightsholder a fine in the amount of 10,000 (ten thousand) EUR for each fact of such violation.

3.7. In the event of violations of this agreement, as well as other conditions of use of the Software Product, posted on the Copyright Holder's website https://zvonobot.com/ by the User, the Rightsholder has the right to block or delete the User's personal account without additional notice to the User and without refund.

3.8. When using the Software Product, the User cannot (is not allowed to):

3.8.1. send spam, unwanted messages, informational and voice messages that lead to disruption of the Software Product, to disseminate information that contradicts current of the country in which the mailings are carried outor international law, is harmful, slanderous, offends morality, demonstrates (or is propaganda) violence and cruelty, violates intellectual property rights that promotes hatred and / or discrimination against people based on racial, ethnic, sexual, religious to social attributes, contains insults to any person or organization, contains elements (or is propaganda) of pornography, child erotic, represents advertising (or is propaganda) of sexual services (including under the guise of other services), explains the procedure for the manufacture, use or other use of narcotic substances or their analogues, explosives or other weapons;

3.8.2. violate the rights of third parties, including underage persons and / or harm them in any form;

3.8.3. impersonate another person or representative of the organization and / or the community without sufficient rights, including the Copyright Holder's employees, as well as use any other forms and methods of illegal representation of others in the network, and also mislead users or the Rightsholder regarding the properties and characteristics of any subjects or objects;

3.8.4. distribute information, in case of the absence of rights to such actions according to the law or any contractual relationship;

3.8.5. distribute information containing viruses or other computer codes, files or programs intended to violate, destroy or limit the functionality of any computer or telecommunications equipment or programs for unauthorized access, as well as serial numbers to commercial software Products and programs for their generation, logins , passwords and other means for obtaining unauthorized access to paid resources in the information and telecommunication network "Internet" as well as posting links to the above information;

3.8.6. disrupt the normal operation of the Software Product;

3.8.7. promote actions aimed at violating the restrictions and prohibitions imposed by this agreement;

3.8.8. violate the law, including the international law in other ways.

3.9. The Rightsholder has the right to send information messages to his Users through a personal account registered by the User.

3.10. The User has the right to request the removal of his account (User’s account), providing a written application sent to the Rightsholder, no less than 30 (thirty) calendar days prior to the date of the proposed deletion. In this case, the funds deposited by the User are non-refundable.

3.11. The user maintains and updates daily Stop-mailing lists. The user independently requests this kind of information from the Rightsholder and the relevant telecom. operators. Stop-mailing lists include the phone numbers of the recipients from which complaints / claims were received against the telecom operator, the Rightsholder or the User; as well as the names of the senders in respect of whom complaints / claims were received against the telecom operator, the Rightsholder or the User. Distribution to those phone numbers is prohibited.

3.12. The User is solely responsible for obtaining written consent from the recipients in accordance with the conditions of the current legislation of the country in which the mailings are carried out and international legislation in the field of personal data protection, and also bears the risk of adverse consequences in the absence of such written consent.

3.13. The user is obliged to delete all personal data that was used to send messages as a result of using the Software Product.

**4. Payment for the use of the Software Product.**

4.1. The user independently determines the desired amount of messages to be sent, the method of payment from the methods indicated on the website of the Rightsholder https://zvonobot.com/.

4.2. The total fee for using the Software Product is defined as the Product of the Tariff valid at the time of sending the corresponding message to the telecom operator for subsequent sending to the recipients and posted on the website https://zvonobot.com/ of the Rightsholder, by the total number of messages (minutes, API calls) to be sent within this package.

4.3. The Tariff for using the Software Product includes a fee for using the Software Product, defined as the sum of the cost of services of the respective telecom operators for sending one message to the recipient and the cost of using the Software Product when generating one message.

4.4. The fee for the right to use the Software Product shall be transferred to the Rightsholder each time before the formation of the corresponding package of messages, in the manner provided for in this agreement (Prepayment).

4.5. Calculations under this agreement are made in the currency of the European Union - EUR (euro) or in the currency of the United States of America - USD (United States dollar).

4.6. Tariffs for the right to use the Software Product are listed on the Rightsholder’s website https://zvonobot.com/.

4.7. Before the use of the Software Product, the User makes an advance payment in the amount of 100% of the value of the expected amount of sent messages, by transferring money to the account of the Rightsholder or according to the details specified on the Rightsholder’s official website https://zvonobot.com/.

4.8. On the day of receipt of funds by the Rightsholder, equivalent funds shall be credited to the electronic virtual account of the User of the Software Product, less commission charged by persons engaged in money transfer activities of the User. Unspent funds after using the Software Product remain on the electronic virtual account of the User. The date of fulfillment of payment obligations by the User is the date of receipt of funds by the Rightsholder and the transfer of an equivalent amount of money to the User’s electronic virtual account.

4.9. The number of sent messages is limited by the positive balance on the User’s electronic virtual account.

**5. Restrictions on the use of the Software Product. Responsibilities of the Parties.**

5.1. Except for the use of the Software Product in the amounts and methods expressly provided for in this agreement or the legislation of the country in which the mailings are carried out and international law, the User shall not change, decompile, disassemble, decrypt and perform other actions with the source code of the Software Product aimed at obtaining information on the implementation of the algorithms used in Software Product, create derivative works using the Software Product, as well as implement (allow to carry out) other use of the Software Product without the written permission of the Copyright Holder.

5.2. With the exception of using the Software Product, the User is not entitled to reproduce and distribute the Software Product for commercial purposes (including for a fee), including as a part of collections of Software Products.

5.3. The software product is provided on an “as is” basis. The Rightsholder does not provide any guarantees regarding the error-free and uninterrupted operation of the Software Product or its individual components and/or functions, the compliance of the Software Product with the specific purposes and expectations of the User, the integrity of the User’s files and / or data, and does not provide any other guarantees not expressly stated in this agreement.

5.4. The Rightsholder is not responsible for any direct or indirect consequences of any use or inability to use the Software Product and / or damage caused to the User and / or third parties as a result of any use, non-use or inability to use the Software Product or its individual components and / or functions, including due to possible errors or malfunctions of the Software Product.

5.5. The Rightsholder is not responsible for any damages resulting from the use of the Software Product by the User.

5.6. The User, within 1 (one) calendar day from the moment of the presentation of the claim by the Rights Holder, shall settle all claims on the part of the Rightsholder and (or) third parties, including those sent to the Rightsholder and (or) reimburse the Rightsholder expenses and losses incurred by the Rightsholder in connection with Fulfillment of the obligation to pay fines for telecom operators, administrative fines, legal costs that may be recovered from the Rightsholder as a result of actions (inactions) of the User.

5.7. The user is solely responsible for the accuracy and content of the information posted and transmitted by means of messages, and its possible non-compliance with the requirements of the legislation of the country in which the mailings are carried out in the field of advertising, other applicable laws.

5.8. The Rightsholder is not responsible in case of blocking by the service provider of a package of messages intended for subsequent sending to recipients.

5.9. The Rightsholder is not responsible for the content of messages (text in an SMS message, audio) transmitted to the telecom operator for subsequent sending to recipients, and the Rightsholder is not responsible for the numbers used by the User for the recipients to whom the messages are sent.

5.10. The Rightsholder is not responsible for the inoperability of the Software Product in connection with the conduct of preventive and (or) repair work by the Rightsholder, as well as in connection with the actions taken by telecom operators that resulted the impossibility of taking actions under this agreement.

5.11. For each violation of the rules established in this agreement, the User shall pay the Rightsholder a fine in the amount of 10,000 (ten thousand) EUR.

5.12. Payment of fines and other sanctions provided for in this agreement does not relieve the User from the fulfillment of obligations imposed on him by this agreement and the laws of the country in which the mailings are carried out and international law.

5.13. All questions and claims related to the use/inability to use the Software Product should be directed through the use of the claim form posted on the Copyright Holder's website https://zvonobot.com/. The time period for consideration and response to the claim is 30 (thirty) calendar days from the date of receipt by the Copyright Holder.

**6. Other terms and conditions.**

6.1. This agreement is a contract between the User and the Rightsholder regarding the procedure for using the Software Product, replaces all previous agreements between the User and the Rightsholder and is valid until the Parties fulfill their obligations under this agreement. In order to avoid disagreements, the Parties agreed that the User does not have the right to refuse the right to use the Software Product (amount of the prepayment made by the User) granted by the Rightsholder. The termination of the use of the Software Product by the User is not a reason for returning the funds paid to the Copyright Holder or a part them.

6.2. The law of the country in which the mailings are carried out shall be applied to this agreement and all relations connected with the use of the Software Product, and any claims or claims arising from this agreement or the use of the Software Product shall be filed and considered in court at the location of the Rightsholder.

6.3. Nothing in the agreement can be understood as the establishment between the User and the Rightsholder of agency relations, partnership relations, joint venture relations, personal employment relations, or some other relationship not expressly provided for by the agreement.

6.4. If, for one reason or another, one or more of the conditions of this agreement will be declared invalid or unenforceable, this does not affect the validity or applicability of the remaining conditions of the agreement.

6.5. Inaction on the part of the Rightsholder in the event of a violation by the User of the conditions of the agreement does not deprive the Rightsholder of the right to take appropriate actions in defense of their interests later, and also does not mean the Rightsholder refusal of their rights in case of subsequent similar or similar violations.

**Rightsholder:**

Zbonobotcz, s.r.o.

Registered address: Mattioliho 3274/1, Záběhlice, 106 00 Praha 10, CZ

IČO: 08637121

Bank: Sberbank CZ, a.s.

Account number (EUR): 1200415176/6800

EUR IBAN: CZ2268000000001200415176

BIC/SWIFT: VBOECZ2XXXX