

The Terms of Use (or, the "Terms") presented below are the basic rights and obligations that you and us have between us when you use Alibi – call with background (further AlibiCall).

NO ACCESS TO EMERGENCY SERVICES: AlibiCall is not a replacement for your ordinary mobile or fixed line telephone and does not allow you to make emergency calls to emergency services. You must make alternative communication arrangements to ensure that you can make emergency calls if needed.

1. Legal Capacity; Children and Minors. If you are under the age of consent in your country to form a binding agreement, you should only use AlibiCall if you are either an emancipated minor, or have the legal consent of your parent or guardian for your use of our Service. You should use AlibiCall only if you are fully able to understand and enter into and comply with these Terms.

2. Your Use of Our Material. Your right to make use of AlibiCall and any Material or other content appearing on it is subject to your compliance with these Terms. You may not modify, or use the Material or any other content on our Service for any purpose not permitted by these Terms. Such prohibited use violates these Terms and may be a violation of the Copyrights and/or Trademarks protected by law.

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3. Charges for AlibiCall.

3.1 Calling any phone numbers with AlibiCall:

3.1.1 The rates for calling landlines and mobile phones consist of a per-minute rate according to user's balance. If the balance goes down to zero during the call, the call will be disconnected.

3.1.2 AlibiCall may change the rates for calling phones at any time without notice to you. The new rate will apply to your next phone call after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.

3.1.3 The duration of a call shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute.

3.2 AlibiCall may collect VAT or other indirect taxes at the applicable rate for the particular country (as per applicable tax rules) at the time of purchases done.

3.3 Using AlibiCall will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator as the case may be. Out-of-country usage may in any event lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator.

4. Payments.

4.1 You can purchase minute packages using any payment method made available to you by AlibiCall from time to time. The minute packages that you purchase will be applied to your balance at the time of purchase.

4.2 In the event of any errors relating to the pricing or specifications, AlibiCall shall have the right to refuse or cancel any orders in its sole discretion. Additional Terms may apply.

5. Refunds.

5.1 Except as provided by law, all purchases are final and non-refundable. If you believe that AlibiCall has charged you in error, you must contact AlibiCall within 90 days of such charge. No refunds will be given for any charges more than 90 days old. If you purchase any digital content from AlibiCall, any right you may have to withdraw from or cancel the purchase will terminate once the digital content has been delivered to you upon your request, and you will not be entitled to claim any refund, except where you believe AlibiCall has charged you in error.

5.2 AlibiCall reserves the right to refuse a refund request if it reasonably believes or suspects (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature; (ii) that you are in breach of the terms of this Terms; (iii) that you are using any of our products fraudulently or that your phone is being used by a third party fraudulently. This refund policy does not affect any of your statutory rights to pursue a claim.

6. Claims of Infringement. If you believe that any materials accessible on or from AlibiCall infringe your copyrights, you may request the removal of those materials (or access thereto) by contacting us.

7. Responsibility for Your Use. You may only use AlibiCall and its contents for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing, or transmitting any unlawful material through AlibiCall, otherwise you may be exposed to criminal and/or civil liability.

8. Security. If you download AlibiCall on your phone, you are responsible for all further activities that occur with it. AlibiCall will not be liable for any loss that you may incur as a result of someone else using AlibiCall on your phone, either with or without your knowledge. In addition, you may be held liable for any losses incurred by us or another party due to someone else using AlibiCall on your phone.

9. Violation of Security Systems. You are prohibited from using any services or facilities provided in connection with AlibiCall to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, malware, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, AlibiCall reserves the right to release your details to system administrators at other sites, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

10. Disclaimer of Warranties. Although we make great efforts to make AlibiCall error and interruption free, we cannot promise that such efforts will result with such desired performance. YOUR USE OF ALIBICALL IS AT YOUR OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. ALIBICALL AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE APPLICATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

11. Limitation of Liability. ALIBICALL DISCLAIMS ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND DOES NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SERVICE OR ANY OTHER SITE, APP OR SERVICE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SERVICE OR ANY OTHER SITE, APP OR SERVICE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED.

12. Reservation of Rights. AlibiCall reserves the right to modify or discontinue, temporarily or permanently, all or any part of AlibiCall and/or any software, facilities, and services on AlibiCall, with or without notice and/or to establish general guidelines and limitations on their use.

13. Local Regulations. We make no representation that AlibiCall is available for use or permitted by law in any particular location. To the extent you choose to access AlibiCall, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You are responsible for complying with local laws, if and to the extent local laws are applicable. You

specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

14. Proprietary Online Services. Any area of AlibiCall that is accessed through any proprietary online service is subject to the rules, policies and guidelines of such proprietary online service.

15. Jurisdictional Issues. The Materials and all other content in AlibiCall are presented for the purpose of providing information regarding the AlibiCall available in the United States only.

16. Choice of Law. These Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, as they are applied to agreements entered into and to be performed entirely within New York.

17. How to Contact Us. Please forward any comments or complaints about AlibiCall to charleshergottconsulting@gmail.com.

18. General. If any provision of these Terms are adjudged, by written decision, to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and AlibiCall relating to the matters contained here and AlibiCall.

In the event you read these terms in any language other than English, you agree that in the event of any discrepancies, the English version shall prevail.