

BLAP TERMS AND CONDITIONS

THIS AGREEMENT comes into force when you:

- accept the quotation which these terms accompany, (by e-mail, by printing out, completing and signing these terms and e-mailing us a scan of the signed terms, or by electronic signature where available); and
- pay the first Annual Fee

PLEASE READ CAREFULLY BEFORE DOWNLOADING AND USING THE APP

This is a legal agreement (the "**Agreement**") between you ("**you**"/"**your**") and **Venncomm Limited** a company incorporated in England and Wales under registration number 06381528, the registered office of which is at 66 Prescott Street, London E1 8NN ("**we**", "**us**" or "**our**") for:

- BLAP, a smartphone app for telephone group conferencing, and BLAP for Salesforce, an integrated Salesforce.com solution facilitating telephone group conferencing, collectively known as the "**App**", as selected by you, which enables users to:
 - make and participate in group voice calls with other App users at no additional cost (using voice minutes bundled with each user's subscription to the relevant mobile network operator);
 - where any participant in the group voice call does not have the App, to make calls to that participant on the Usage Rates;
 - the provision of associated services via the App or its associated environments (which may include access to administrative functionality) and the provision of support in accordance with this Agreement ("**Services**").

We license use of the App and Services to you on the basis of this Agreement and subject to any rules or policies applied by any appstore provider ("**Appstore**"). We do not sell the App or any associated documentation to you. We remain the owners of the App and documentation at all times.

In order to use the App on a smartphone which is owned or controlled by an End User ("**Device**") each End User must have:

- a smartphone which is currently supported by the App (as set out on our Website); and
- an active bundled voice minutes subscription with a mobile network operator for each End User Device (i.e. not a Pay As You Go contract).

AGREED TERMS

1. DEFINITIONS

- 1.1 In addition to the terms already defined above, the following defined terms are used in this Agreement:

End User	Each individual user you authorise to use the App, within your Subscription
Subscription	The number of End Users you have paid for; you can vary this number as set out below
Annual Fee	The annual fee for the Services set out on the attached quotation or on our website from time to time
Usage Rates	The rates (which will vary from time to time) for off-App calls to participants in various countries in the world, as charged to us by the relevant operators (we will use our reasonable endeavours to display these rates on our website)

- 1.2 Any words following the terms *including, include, in particular or for example* or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. ACKNOWLEDGEMENTS

- 2.1 The terms of this Agreement apply to the App and the Services, including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this Agreement.
- 2.2 We may change these terms at any time by sending you an e-mail with details of the change or notifying you of a change when you next start the App or log onto one of our websites. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App and the Services.
- 2.3 From time to time updates to the App may be issued via the Appstore. Depending on the update, you may not be able to use the App or the Services until you have downloaded or streamed the latest version of the App and accepted any new terms.
- 2.4 The terms of our privacy policy from time to time, available at our website ("**Privacy Policy**") are incorporated into this Agreement by reference and apply to use of the App or Services. Additionally, by using the App or any Service, you acknowledge and agree that internet transmissions and mobile communications are never completely private or secure. You understand that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 2.5 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you.

- 2.6 The App or any Service may contain links to other independent third-party websites ("**Third-party Sites**"). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

3. GRANT AND SCOPE OF LICENCE

- 3.1 In consideration of you agreeing to abide by the terms of this Agreement, we grant you a non-transferable, non-exclusive licence to use the App as set out in this Agreement. We reserve all other rights.
- 3.2 You may permit the number of End Users set out in your Subscription each to download one instance of the App onto a Device, the details of which you have registered with us and to use the App on that Device. You are responsible for ensuring that each End User uses the App in compliance with this Agreement and for paying for all calls incurring the Usage Rates made by each End User.
- 3.3 Except as expressly set out in this Agreement or as permitted by any local law, you agree:
- (a) not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;
 - (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;
 - (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs;
 - (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
 - (e) to keep all copies of the App secure and to maintain accurate and up-to-date records of the number and locations of all copies of the App;
 - (f) to include our copyright notice on all entire and partial copies you make of the App on any medium;
 - (g) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person without prior written consent from us; and

- (h) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service ("**Technology**"),

together the "**Licence Restrictions**".

- 3.4 You acknowledge that all intellectual property rights in the App, the Services and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the documentation or the Technology other than the right to use each of them in accordance with the terms of this Agreement.
- 3.5 You acknowledge that you have no right to have access to the App in source-code form.

4. ACCEPTABLE AND FAIR USE RESTRICTIONS

4.1 You must:

- (a) not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by this Agreement);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (d) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

4.2 You must comply with our Fair Use Policy as set out on our website and updated from time to time.

5. CHARGES, PAYMENT AND SUBSCRIPTION

5.1 It is a condition of this Agreement coming into effect that you pay us the first Annual Fee and you must pay an Annual Fee on the first and each subsequent anniversary of this Agreement coming into effect while this Agreement is in force.

5.2 You may only incur usage charges for calls by End Users to participants who do not have the App to the value of any credit ("**BLAP Credit**") you have established with us. We reserve the right to terminate any call which could lead to you exceeding your BLAP Credit, unless you increase the value of the BLAP Credit or have in place an effective method for topping up your BLAP Credit. Usage charges will be incurred at the relevant Usage Rates.

5.3 If at any time you wish to change the number of End Users permitted by your Subscription, you may do so as follows:

- (a) if the Services include access to administrative functionality, vary such number via such functionality; or otherwise
- (b) in accordance with the procedures set out on our website

but in either case:

- (i) you may not reduce the number of End Users by more than 10% (or, if you have fewer than 10 End Users, by one End User) in any year of this Agreement; and
- (ii) if you increase the number of End Users you will need to pay an additional one-off fee for each such End User, in accordance with the rates set out on our website and current at the time and your Annual Fee will increase from the next payment in accordance with the provisions set out on our website.

5.4 You acknowledge that if your usage of the App exceeds your bundled voice minutes at any time, your mobile network operator may charge you at a higher rate for your excess usage.

6. LIMITED WARRANTY

6.1 If, as a result of a defect or fault in the App or a technical failure of our Services, the App is unable to provide group conferencing ("**Unavailability**") for a period exceeding 24 hours, you will be entitled to an additional period of use of the App and Services, free of charge. Such period will equal the period by which such Unavailability exceeds 24 hours and must be claimed in accordance with the procedure on our website.

6.2 The provisions of condition 6.1 do not apply:

- (a) if the defect or fault in the App or any Service results from you having amended the App; or
- (b) if the defect or fault in the App results from you having used the App in contravention of the terms of this Agreement.

7. LIMITATION OF LIABILITY

7.1 You acknowledge that the App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the App meet your requirements.

7.2 You acknowledge that it is your responsibility to keep any log-in and password details secure and that we have no liability if others access the App (or any recorded conversation) as a result of your failure to do this.

7.3 We have no knowledge of the purposes for which group conference calls may be made using the App or of the content of any recorded conference calls nor can we take responsibility for the performance or availability of any mobile network used by any participant or End User. Accordingly we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7.4 Our maximum aggregate liability under or in connection with this Agreement (including your use of any Services) whether in contract, tort (including negligence) or

otherwise, shall in all circumstances be limited to the amount of the first Annual Fee. This does not apply to the types of loss set out in condition 7.5.

- 7.5 Nothing in this Agreement shall limit or exclude our liability for:
- (a) death or personal injury resulting from our negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability that cannot be excluded or limited by English law.

8. DURATION, SUSPENSION AND TERMINATION

8.1 This Agreement shall continue in force for a period of 36 months (the "**Minimum Period**") from the day it comes into effect and thereafter shall renew for successive periods of 12 months unless either party serves a notice terminating this Agreement not less than one month prior to the date it would renew.

8.2 Without affecting our rights under condition 8.3, if you do not pay any Annual Fee or any usage charges due under condition 5.2 on the date they are due, we may without notice suspend your access to the App and the Services until you have made payment in full.

- 8.3 We may terminate this Agreement immediately by written notice to you:
- (a) if you commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
 - (b) if you have failed to pay any charges due hereunder by the date 21 days from the date such charges were due.

- 8.4 On termination for any reason:
- (a) all rights granted to you under this Agreement shall cease;
 - (b) you must pay us any outstanding fees within 14 days of termination;
 - (c) you must immediately cease all activities authorised by this Agreement, including your use of any Services;
 - (d) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so; and
 - (e) we may remotely access the Devices and remove the App from all of them and cease providing you with access to the Services.

9. COMMUNICATION BETWEEN US

- 9.1 If you wish to contact us in writing, or if any condition in this Agreement requires you to give us notice in writing, you can send this to us by:
- (a) e-mail at the e-mail address set out on our website; or

- (b) or by prepaid post to us at the address set out at the start of this Agreement. We will confirm receipt of this by contacting you in writing, normally by e-mail.

9.2 If we have to contact you or give you notice in writing, we will do so by e-mail, or by pre-paid post to the address you provide to us in your request for the App.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or our obligations under this Agreement.

10.2 You may only transfer your rights or obligations under this Agreement to another person if we agree in writing.

10.3 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.4 You agree that we may disclose in our publicity material the fact that you have entered into this Agreement with us and that we may create a case study based on your usage of the App.

10.5 Each of the conditions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

10.6 Please note that this Agreement, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.