

AIRCALL WEBSITE TERMS OF USE

These online website terms of use ("ToU") are established Aircall.io, Inc., a Delaware corporation with offices at 44 W 28th St, 14th Floor, New York, NY 10001 ("Aircall", or "we", "us") in order to govern access and use of the Aircall Site by any Visitor ("you", or "your").

By visiting, using or accessing the Site, You:

1. acknowledge that You have read, agree and will comply with these ToUs;
2. warrant and represent that (i) You have the capacity to contract; and (ii) in the event that You are acting on behalf of a legal entity, that You have the right, power and authority to enter into these GTU on behalf of the legal entity that You represent.

IF YOU DO NOT AGREE TO THESE ToU, YOU SHALL NOT USE AND/OR ACCESS THE SITE.

1. Definitions

"Affiliate" means any entity existing from time to time that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"Aircall Solution" means the software as a service application offered by Aircall, which forms an integral part of the Services, that allows access and use of Aircall Services as defined in Aircall [Terms & Conditions](#).

"Intellectual Property" means all intellectual property and technology, regardless of form, including (a) published and unpublished works of authorship; (b) inventions and discoveries, including business methods, compositions of matter, methods, and processes and new uses for any of the preceding items; (c) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification; (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible; and (e) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof.

"Law(s)", "Applicable Laws" means the set of rules in effect for the provision of the Services by Aircall and their use by Customer.

"Services" means any and all of the services from time to time provided under the Aircall Terms and Conditions ("T&Cs") and/or made available to Customer by Aircall and/or Aircall's Affiliates, as more fully described in such Aircall [T&Cs](#).

“Site” means the Aircall.io website.

“Visitor” means any individual visiting the Site or using any part of it and, where applicable, the legal entity represented by that person. Also referred to as *“You”*, or *“Your”*.

2. Description of the Aircall Services

The Site is published by Aircall.io, Inc., a Delaware corporation with offices at 381 Park Ave South, Floor 16, New York, NY 10016. The host of the Site is Vercel Inc. whose head office is located at 440 N Barranca Ave #4133 Covina, CA 91723 .

3. Purpose

The purpose of these ToU is to provide a legal framework for the terms and conditions of access and use of the Site by You. The ToU shall govern Aircall and Your rights and obligations in the context of access and use of the Site.

The Site describes the Services offered by Aircall and, in particular, the Aircall Solution.

Description of the Services on the Site is for information purposes only, the details of the Services as well as the terms of their provision are specified in the Aircall [T&Cs](#)

Availability of the Services presented on the Site and their content may vary from a country to another. Aircall sales representatives are authorized to present Aircall Services in detail.

5. Access and use of the Site

5.1 Access. In order to access the Site, You must have Internet access, equipment enabling You to use the Site and sufficient technical knowledge to use the Site normally. The Site is accessible from a mobile terminal, provided that it uses one of the following compatible operating systems: iOS, Android or Windows Phone.

All costs incurred by You to access the Site (hardware, software, Internet connection, etc.) shall be at Your expense.

5.2 Use. You shall use the Site in accordance with its intended purpose and not attempt to and/or interfere with the proper functioning of the Site.

5.3 Availability. Aircall uses reasonable efforts to ensure the availability of the Site and its accessibility. Aircall shall use reasonable efforts to minimize the duration of any suspension in accessing the Site.

Aircall may suspend access to the Site without notice in particular in the following cases:

1. to enable the maintenance, improvement, upgrading of the Site;

2. in the event of risks to the proper functioning of the Site.

It is expressly understood that Aircall shall not be held responsible or liable in case Your impossibility or difficulties to access the Site result from Your personal installation and in particular Your Internet connection or Your equipment.

5.4 Content. Aircall uses reasonable efforts to ensure that the data and information provided on the Site is accurate and updated. However, Aircall does not warrant that the Site is free from defects, errors or omissions, or that it will operate without packet loss, which You acknowledge and agree. Similarly, Aircall shall not be liable for the use and interpretation of the data and information contained in the Site.

5.5 Hypertext links. The Site may contain hypertext links. You are informed that by clicking on these links, You will leave the Site and be directed to another web page. Aircall has no control over the web pages to which these links lead and cannot, under any

circumstances, be held responsible or liable for their content. When leaving the Site using a hypertext link, You should be aware that these ToU and Aircall's Privacy Policy no longer govern the use of or access to any third party website You may view. You should therefore review the terms of use and privacy policies of that website.

7. Intellectual property and Data available on the Site

You acknowledge that all information and data available on the Site are protected by Intellectual Property law and more particularly by copyright.

In this respect, You acknowledge that Aircall or, where applicable, its Affiliates own all Intellectual Property rights relating to the Site and all information and data contained therein, insofar as such information and data are the property of Aircall.

Thus, You acknowledge that the information and data on the Site are only available for Your consultation in a strictly private context, excluding any use for commercial and/or advertising purposes, which are hereby expressly prohibited and may engage Your responsibility.

Any total or partial use of the Site or of the information and data contained therein for any reproduction, publication, copy of the various contents, by any process whatsoever or on any medium whatsoever, for commercial or advertising purposes, is subject to prior written authorisation from Aircall.

Aircall reminds You that any total or partial representation of the Site or of the data and information it contains, by any means whatsoever, without Aircall's express authorisation is likely to constitute an infringement and that Aircall may prosecute Visitor.

8. Liability

Aircall declines all responsibility for Your access to and use of the Site. It is expressly understood that Aircall cannot be held responsible for any viruses that may infect Your computer equipment as a result of accessing or using the Site, including downloading from the Site.

9. ToU modifications

Aircall reserves the right to unilaterally modify the content of these ToU at any time. In this case, it shall inform You by any means.

10. Dispute

10.1 Applicable law. These ToUs are subject to laws of the state of New York, without regard to its conflict of law provisions.

10.2 Competent jurisdiction. Sole and exclusive jurisdiction for any dispute, claim, action or proceeding arising out of or related to the Agreement shall be in an appropriate state or federal court located in the city of New York, NY and You hereby unconditionally waive Your right to a jury trial.

10.3 Claim. Any complaint or dispute relating to the Site must be submitted in writing to sales@aircall.io.