



Terms & Conditions

The term “you,” “your,” and “yours” refer to the customer. Solutions Infini Technologies (India) Private Limited incorporated under the provisions of the Companies Act, 1956, hereinafter referred as “Kaleyra”, “Solutions Infini”, “we,” “us,” and “our.” These General Terms and Conditions are governed by our Terms of Service. Our Terms of Service take precedence over any conflicting General Terms and Conditions provision. BY USING KALEYRA’S SERVICES AND KALEYRA WEBSITE, YOU CONSENT TO THE TERMS AND CONDITIONS OF THESE General Terms and Conditions. IF YOU DO NOT AGREE TO THESE General Terms and Conditions PLEASE DO NOT USE THE WEBSITE AND/OR SERVICES.

Credit requests & cancellation

Credit cancellation policy shall be authorized only till the process request is incomplete. Once the process request is approved from our end, credit requests cannot be cancelled. The payments for the raised credit requests shall be paid and borne in 7 days upon raising the request. Any delays in payment shall lead to discontinuation and deactivation of the services.

Account ethics and confidentiality

You are entitled to withhold all the account confidentiality standards and shall not engage in partial or complete disclosure of “Accounts” information to any third-party resources. You are entitled to keep all the information regarding invoices, recent transactions, payments, application fields and other panel details confidential.

Accuracy and Completeness of Information

While Kaleyra strives to ensure that the information contained on this Website is accurate and reliable, Kaleyra makes no warranties as to the accuracy, correctness or completeness of any such information and assumes no liability or responsibility for any omissions or errors in the content of this Website. Kaleyra reserves the right to revise the information contained on this Website at any time, in its sole discretion without any obligation to notify past, current or prospective visitors.

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Changes To The General Terms and Conditions

We reserve the right to change these General Terms and Conditions from time to time without notice by posting the changes to Kaleyra's website. When we do, we will also revise the "last update" date of these General Terms and Conditions.

Privacy Policy

Kaleyra's use of any personally identifiable information you submit to the Website is governed by the Website's Privacy Policy.

Registration

The user has to get registered with us as per the service acceptance contract by providing relevant details including your contact number, mailing address, office address etc. The user should provide the current and true information as per requirement of the registration form without fail. If in any scenario the information provided by the user stands untrue or incomplete, Kaleyra holds the right to deny, suspend or terminate the services at any instance without giving any prior notice.

The user is liable to submit identification documents if necessary as per the regulations of Department of Telecommunications, Government of India. The account shall be set for deactivation in case the required documents are not submitted within 30 days of account activation and we shall not be liable for any refunds.

Services Activation Delay

We are set to activate the user account within 7 days of payment confirmation with positive effect. However, the time period may vary based on certain set of limitations:

- The setting up of account periods may vary based on the changes in customer requirement.
- Holidays or Non-working days are not considered as a part of the timeline for account activation period.

Resolution

We are committed to provide resolution for any type of service delay, however the user is entitled to a 100% of balance refund available in the respective accounts in case a sure shot resolution is not provided within 30 days of the date of payment.

Exit Policy for Voice Services

If the customer is not willing to extend/renew the contract upon contract expiration, we can transfer the ownership of the number upon request to the user as per the following policies:

- Only Virtual mobile numbers can be transferred.
- Landline/Toll-Free/PSTN numbers are not transferable.
- Users are liable to pay a transfer fee of INR 2000 to facilitate transfer of ownership.

- Users have an option to continue with the services until the number porting process is complete by paying the rental and usage charges.
- We reserve the right to charge the User up to INR 5000 as a security deposit against the aforementioned charges. Any part of unused amount will be refunded back to the User after the transfer of ownership is complete.

Communication

The user shall give their consent to receive communications from Kaleyra by means of emails, calls and SMS with respect to the services and transactions on our portal. The users are entitled to register their valid e-mail ids and contact numbers for the same. The user shall also be entitled to receive promotions, service updates and such other sorts of communications from our end.

Contact

In case you have any queries or suggestions in reference with this Terms of Use Policy, please reach out to us at contact@kaleyra.com or call us at [080-40275555](tel:080-40275555)

Termination

The user may as per his best interests deactivate his account at any point of time. Kaleyra reserves the right to suspend or terminate access to our services without giving any prior notice without specifying any reason and also in case of any possible violation

of the terms of use. Kaleyra shall not be held liable for any instances of termination of services on the account of non-renewal or non- payment of dues on time.

Plans

Pre-Paid: The user can renew the services contract anytime post expiration of the services within two months from the date of contract expiration as per the following guidelines:

- The user can renew the services contract with the services of the previous number and the service plan only if the display number is available with us.
- The user can renew the service contract beyond one month from the date of expiration and before two months from the date of expiration without a guarantee of the previous service plan.

Privacy guidelines

As per the user registration guidelines, you shall be liable to provide true information while creating the account and choose a strong password. Kaleyra reserves the right to have full access to customer specific information and use it to an extent as permissible by the regulations of Government of India to provide top notch services to the users. We store your critical information and are liable to keep it secure as per the Information Security Act – 2000.

Use of Content

There is a diversity of content available on the website which can be used by the user solely for non-commercial purposes or for the purpose of the services offered by Kaleyra. The user is not entitled for the ownership of any type of content available on the website and is strictly not allowed to copy or reproduce the content for any purpose except as per the guidelines of this Terms of Use. Kaleyra grants a temporary permit to the users to view the content available on the website provided there is no violation of copyright and trademarks rules mentioned with the content. The content should not be used for hereby any other purpose without a prior written permission from the concerned authorities of Kaleyra. We hold the rights to modify, alter, renew or change the content of the website at any point of instance without providing any prior notice to the user.

Fair Usage Policy

What is it?

We strive to provide the best in class services to our customers with relentless dedication. There are some scenarios wherein the credits added in the user accounts are not utilised for a very long time or the account is not used for a very long time. This creates an imbalance for the other users as operational accounts have to be handled on the backend equally consuming time and work constraints. As there are very minimal validity impositions on SMS services, we intend to build a fair usage scheme to ensure adequate utilisation of credits within a fair time frame (6 months- 1 year) Thus to ensure

that the services remain oiled for all our customers, we are introducing a Fair Usage Policy with an intention of service betterment.

FUPs: SMS & Voice

The credits in user account shall no longer remain valid followed by account deactivation and approved sender id & template de listings if the criteria fall in any of the following scenarios.

- a. If there is no account usage for six consecutive months and the user has not logged into his account for the last three months.
- b. If there has been account usage in the last six months but the user has not logged into the account for the past 3 months, the account will be kept on hold for deactivation as per the policy (ref. a).
- c. If there has been no usage of the accounts in the past six months but the user has logged into his account in the last three months, then the account will be kept on hold for deactivation as per the policy (ref. a).
- d. Under no circumstances there shall be refund for credits used against respective telecom regulations. The user is expected to maintain regulations compliant usage of SMS credits throughout the account tenure.
- e. The user is expected to have a minimum of 10 % usage of credits within the first month from the date of credit addition to the user account.
- f. The user is expected to have a minimum of 50 % usage of credits within the first two months from the date of credit addition to the user account.

g. The effective credit balance on the voice platform shall be forfeited in case the account validity of the user has been lapsed. The users are expected to utilize their balance within the validity period or to get their validity extended the same.

Scope

The user is entitled to use the services in context with cloud communications for business purposes providing Inbound and outbound solutions in context with IT support solutions

Payment

The user shall be in agreeable terms with any form of electronic payment modes available with Kaleyra for service payments against the services offered. We therefore in full terms are authorized to process any type of payment electronically by the user against the services. The invoice for the charged services shall be generated and shared with users at fixed periodic intervals. The user is responsible to cross check and verify the invoice and if any discrepancies are to be found, the same shall be notified to Kaleyra within 7 days of the date of invoice generation. Invoice reminders shall be sent to user at regular intervals

Regulatory Guidelines

Kaleyra works under the regulations formulated by the Department of Telecommunications, Government of India (DOT) and Telecom Regulatory Authority of

India (TRAI). Kaleyra reserves the right for modification, alteration or removal of specific features or offerings based on the law and regulations without any prior notice. Kaleyra holds no abiding policy to fulfil any type of service request demanded by the user. The provision of service request fulfilment shall be on the sole discretion of Kaleyra depending on priority parameters.

Support

- kaleyra extends service support 24*7 over mail on contact@kaleyra.com and call on [080-40275555](tel:080-40275555).
- The general response time for any query or issue reported is 24 hours and may extend depending on the severity of the issue reported.
- Kaleyra strives to resolve any type of issue reported in minimum time possible in reference with service provided but holds no guarantee that the issue will be resolved.

Governing Law & Jurisdiction

The services agreement of Kaleyra falls strictly under the Laws of Republic of India and any disputes, disagreements (including questionable parameters regarding services) shall be bound to be taken at the relevant court at Bangalore Urban district. This agreement stands firm, in compliance with The Telecom Resources undertaking, The DND undertaking and the privacy policy in correspondence with the terms of usage of

services and is above any other agreement or understanding between user and Kaleyra.

If you have any concerns or queries with the agreement, please feel free to contact us at contact@kaleyra.com or call us at "080-40275555".

Disclaimers

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THIRD-PARTY POLICY, REQUIREMENT, OR GUIDELINE BY YOU IS ALLEGED BY A THIRD PARTY.

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Limitation of Liability

IN NO EVENT WILL KALEYRA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER THEY MAY ARISE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE: (i) USE OF THE INFORMATION CONTAINED ON THIS WEBSITE; (ii) USE OF SOFTWARE DOWNLOADED OR LINKED TO FROM THIS WEBSITE; OR (iii) FOR THE FAILURE TO PROVIDE SERVICES OR INFORMATION AVAILABLE FROM THIS WEBSITE, EVEN IF KALEYRA HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE WEBSITE, CONTENT OR

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Indemnification

You agree to defend, indemnify and hold kaleyra harmless from and against any and all third party claims, damages, costs and expenses, including reasonable attorney's fees, arising from or related to your use of this website.

Links to Third Party Websites

Any links to third party sites are provided as a convenience to you, and such sites are neither owned or operated by Kaleyra. Kaleyra has no control over these linked sites, is not responsible for the contents of these sites, makes no representations or warranties with respect to these linked sites, and shall not be liable for any damages or injury

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In the event you elect to communicate to us suggestions for improvements to the Website or any of Kaleyra's services or properties (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. Furthermore, any other content or information you post or provide to Kaleyra via comments, forums, emails and the like (collectively, "Communications") shall be considered the property of Kaleyra. You hereby irrevocably assign all right, title and interest in and to the Feedback and Communications to us and agree to provide us

such assistance as we may require to document, perfect, and maintain our rights to the Feedback and Communications.

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Enjoyment

Developing voice applications should be fun, and you agree to let your imagination run wild building cool, innovative stuff!