

## TERMS OF SERVICE

Last updated: 04/21/2023

### 1. Introduction

Welcome to EVE.calls (“Company”, “we”, “our”, “us”)! These Terms of Service (“Terms”, “Terms of Service”) govern your use of our service located at <https://evecalls.com>, <https://cp.evecalls.com/> and operated by EVE.CALLS INC.

### 2. Communications

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at.

### 3. Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service. Google Analytics Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

### 4. No Use By Minors

Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using any of Company, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this agreement and abide by all of the terms and conditions of Terms. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of Service.

### 5. Accounts

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

Upon registration with us, we may also offer you to co-register to other sites and services operated by third parties. We have no control over and do not accept any responsibility in connection with or arising out of your co-registrations with and your use of other sites and services operated by such third parties.

If you access the Services through a social networking site, you agree that we can use any information and data that you provide in your applicable social networking site account such that the same information is available in your account on the Site. You agree that we are not liable for any Personal Data that is made available to us in violation of your privacy settings with the applicable social networking site.

## **6. Intellectual Property**

Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of EVE.CALLS INC. and its licensors. Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of EVE.CALLS INC.

## **7. Copyright Policy**

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [support@evecalls.com](mailto:support@evecalls.com), with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims" You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

## **8. DMCA Notice and Procedure for Copyright Infringement Claims**

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest; (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the

copyrighted work exists or a copy of the copyrighted work; (c) identification of the URL or other specific location on Service where the material that you claim is infringing is located; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at [support@evecalls.com](mailto:support@evecalls.com)

## 9. Personal data protection at EVE.calls

### A general statement for clients

This document outlines current information security and personal data protection practices at EVE.CALLS INC. (hereinafter, "EVE.calls"). The measures and documentation listed in this statement were assessed against per-article GDPR requirements and best industry practices in the field of personal data protection. The privacy and security of our clients' data are among our priorities. For the purposes of this document, we use the terms "client" and "clients" to refer to companies and their customers, which can be contacted via customer telephony system using EVE.calls service.

We are implementing a comprehensive data governance system, which aims at:

- **adhering to information security practices and controls** appropriate to risks envisaged as a result of the processing to reduce the risk of a data breach;
- **achieving compliance with applicable data protection laws**, namely the General Data Protection Regulation (the "GDPR") and other local data protection laws;
- **ensuring that our clients are aware of their compliance obligations** as data controllers;
- **ongoing monitoring and review** of our practices and documentation.

### Information security

We aim to adhere to industry best practices in the field of information security. Below is the outline of the controls in place at EVE.calls that address core requirements with a direct impact on the security of processing:

- **Confidentiality, integrity and availability**

Confidentiality is achieved through an access control restriction. Access to personal data is provided on a "need-to-have" basis, available only to team members for whom access is required to perform their duties. Actions, such as access, rectification, or deletion, are logged in the system to provide traceability and accountability.

Integrity is maintained by making sure that our production environment databases and the production servers are located in one place and are only accessible via a private network. This ensures that information in our possession cannot be accessed from anywhere else. Regular backup schemes are also implemented to ensure data availability.

We additionally make sure that all access keys to our databases, as well as third-party integration access keys, are stored as environment variables and passed to the containers.

- **Regular assessment**  
We have implemented a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures implemented.
- **Data minimization and deletion**  
We conduct permanent deletion of data upon the end of data retention periods and termination of the relationships with clients.
- **Software**  
Our employees are provided with corporate software, services, and storage licences. EVE.calls guarantees that each employee must make sure the software they are working with is regularly updated.
- **ISO27001-certified cloud hosting**  
We rely on an ISO27001-certified company for the storage of personal data, ensuring that our data falls under an externally certified audit of the hosting provider's information security management system.

## Measures to address data subject rights

- **Data subject rights**  
To help our website users to be in full control of their personal data, we make sure that they are provided with the ability to contact us for the exercise of their privacy rights. We have also embedded certain privacy controls into our website functionality so our website users can manage their personal data without necessarily contacting us. Specifically, we remove all personal data from our systems when a website user decides to delete their account. Also, we allow our website users to update their account information and make sure our systems reflect the subsequent changes of the update.
- **Privacy notifications**  
At the moment of the data collection, we provide clients and website users with the details on how their personal data is being collected and processed.

## International transfers

To achieve uniform protection of client data, we are offering to conclude an international transfer mechanism with us, namely the Standard Contractual Clauses (SCCs) as approved by the European Commission on June 4th, 2021.

## Limited data retention periods

Personal data stored on our servers have limited retention periods. Upon termination of the relationship with the client, we ensure that the personal data is destroyed from our systems, as well as from the systems of our subcontractors and vendors.

## Data Protection Training

We have engaged an external data protection specialist to provide a data protection training session for our team to help us better understand and tackle our privacy obligations.

## Vendor Management

We pick only those third-party providers that provide sufficient guarantees of information protection. Our due diligence assesses the following items:

- overall reputation;
- security practices;
- compliance with privacy laws;
- location of data storage;
- commitments to privacy and security certifications or standards;
- readiness for data protection and security audits.

## Ongoing monitoring and review

We aim that our privacy and security practices be consistent and systematic. As our organisation and external environment continues to evolve, we regularly monitor and review our practices to ensure that the data is protected at all times.

## 10. Termination

We may terminate or suspend your account and bar access to Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you wish to terminate your account, you may simply discontinue using Service.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## 11. Governing Law

These Terms shall be governed and construed in accordance with the laws of State of Wyoming without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding Service.

## 12. Changes To Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

## 13. Amendments to Terms

We may amend Terms at any time by posting the amended terms on this site. It is your responsibility to review these Terms periodically.

Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use Service.

## **14. Waiver and Severability**

No waiver by Company of any term or condition set forth in Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under Terms shall not constitute a waiver of such right or provision.

If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

## **15. Fees, Renewal and Cancellation**

**Fees for Paid Services.** By using a Paid Service, you agree to pay the recurring fees. For recurring fees, we'll bill or charge you in the automatically-renewing monthly interval until you cancel, which you can do at any time by contacting the relevant support team.

**Payment.** If your payment fails, Paid Services are otherwise not paid for or paid for on time (for example, if you contact your bank or credit card company to decline or reverse the charge of fees for Paid Services), or we suspect a payment is fraudulent, we may immediately cancel or revoke your access to Paid Services without notice to you.

**Automatic Renewal.** To ensure uninterrupted service, recurring Paid Services are automatically renewed. This means that unless you notify cp.evecalls.com before the end of the applicable subscription period that you want to cancel, the subscription will renew automatically. You authorize us to collect the then-applicable monthly fee using any credit card or other payment mechanism we have on record for you. The date for the automatic renewal is based on the date of the original purchase and cannot be changed.

### **Cancellation and Termination by You.**

Cancellation must be made by you before your subscription renews in order to avoid being charged for the following month's subscription fee. If you cancel your Account before the end of your current paid-up applicable subscription term, your cancellation will take effect immediately, and you will not be charged again.

## **16. Refunds**

We want each of our customers to be happy with the service. We may have a refund policy for our Paid Services, and we'll also provide refunds if required by law.

If you feel like you wish to cancel your subscription and get a refund, we will review your case individually, as the sum of the refund depends on many factors. For example, if you were just charged for your next billing period of cp.evecalls.com service, but you wanted to cancel your subscription, we'll provide you with a full refund. In all other cases, there are no refunds and all payments are final.

## **17. Acknowledgement**

BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THEM.

## **18. Your Comments and Concerns**

This website is operated by  
EVE.CALLS INC.  
5830 E 2nd St, Ste 7000 #9082  
Casper, Wyoming 82609

All notices of copyright infringement claims, other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:  
support@evecalls.com.