



Terms of Service

These terms were last updated: August, 2016

Welcome to 24COMS!

24COMS communication platform (“24COMS,” “we,” “us,” “our”) provides its products and services (described below) to you through its website located at www.24COMS.com (the “Site”) and its mobile applications and related services (collectively, such products and services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”).

We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain products or services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <https://www.24COMS.com/privacy>. All such terms are hereby incorporated by reference into these Terms of Service.



Access and Use of the Service

Services Description:

The Service is designed to allow you to purchase and use products and services that help you to communicate with peer groups and non-peer groups in a controlled and closed user group environment.

Your Registration Obligations:

You may be required to register with 24COMS in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy.

Member Account, Password and Security:

You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify 24COMS of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. 24COMS will not be liable for any loss or damage arising from your failure to comply with this Section, this includes damage as a result of fishing attempts.



Modifications to Service:

24COMS reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that 24COMS will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage:

You acknowledge that 24COMS may establish general practices and limits concerning use of the Service, including limitation of the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on 24COMS's servers on your behalf. You agree that 24COMS has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that 24COMS reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that 24COMS reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Mobile Services:

The Service may include certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Site from a mobile device and (iii) the ability to access certain features through an application downloaded and installed on a mobile device (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard



charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding 24COMS and other entities by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us.

Products

Orders:

When a product (“Product”) is offered for sale as part of the Services, 24COMS may accept your offer to purchase Products subject to these Terms of Service. At that time, 24COMS will capture payment on the payment instrument you provided.

24COMS may obtain an additional authorization from your payment instrument to confirm necessary funds are available to purchase the Service requested.

24COMS reserves the right to cancel or refuse any order for any reason at any time prior to granting access to the Service, including after an order has been submitted, whether or not the order has been confirmed. We may attempt to contact you if all or a portion of your order is cancelled, or if additional information is needed to complete and accept your order.

Availability, Pricing, Taxes:

Prices for the Products are subject to change without notice at any time.



To purchase a Product, you may be required to provide 24COMS information regarding your credit card or other payment instrument. You represent and warrant to 24COMS that such information is true and that you are authorized to use the payment instrument. You hereby authorize 24COMS to bill your payment instrument in accordance with the Service you are purchasing. You shall be responsible for all taxes associated with the Service other than local taxes based on 24COMS's net income.

Resale and Title Transfer:

Purchases of the Services are intended for end users only, and are not authorized for resale. Title for Services purchased from the Stores passes to the purchaser at the time of delivery.

You are responsible for complying with all applicable laws and regulations of the country in which the Product is used. We are not liable or responsible if you break any such law.

Returns:

A trial period of 5 days after date of receipt is free of charge. During the trial period of 5 days, the complete set of services can be explored, experienced and evaluated. After the 5 day trial period without cancellation request, you agree to the terms of service of 24COMS. No refunds will be issued 5 days after the date of receipt. For Products which have been customized in any way to meet the customers demand, the costs of the customization will be charged regardless of a successful trial period.



Conditions of Use

User Conduct:

You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish or display (hereinafter, “upload”) or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by 24COMS. 24COMS reserves the right to investigate and take appropriate legal action against anyone who, in 24COMS’s sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

You agree to not use the Service to text or otherwise upload any content that

- (i) infringes any intellectual property or other proprietary rights of any party;
- (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships;
- (iii) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (iv) poses or creates a privacy or security risk to any person;
- (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” “fishing,” or any other form of solicitation;



- (vi) is unlawful, harmful, threatening, bullying, abusive, harassing, tortuous, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or
- (vii) in the sole judgment of 24COMS, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose 24COMS or its users to any harm or liability of any type; interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; or violate any applicable local, state, national or international law, or any regulations having the force of law; impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications; advertise or offer to sell or buy any goods or services for any business purpose that is not specifically authorized; further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.



Fees:

To the extent the Service or any portion thereof is made available for any fee, you will be required to select a payment plan and provide 24COMS information regarding your credit card or other payment instrument. You represent and warrant to 24COMS that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay 24COMS the amount that is specified in the payment plan in accordance with the terms of such plan and this TOS.

You hereby authorize 24COMS to bill your payment instrument in advance on a periodic basis in accordance with the terms of the applicable payment plan. If you dispute any charges you must let 24COMS know within sixty (60) days after the date that 24COMS invoices you.

We reserve the right to change 24COMS's prices. If 24COMS does change prices, 24COMS will provide notice of the change on the Site or in email to you, at 24COMS's option, at least 30 days before the change is to take effect. Your continued use of the Service after the price change becomes effective constitutes your agreement to pay the changed amount. You shall be responsible for all taxes associated with Services.



Special Notice:

Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use:

Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Apple-Enabled Software Applications

24COMS offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. (“Apple”), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- 24COMS and you acknowledge that these Terms of Service are concluded between 24COMS and you only, and not with Apple, and that as between 24COMS and Apple, 24COMS, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.



- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be 24COMS's sole responsibility, to the extent it cannot be disclaimed under applicable law.
- 24COMS and you acknowledge that 24COMS, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to:
 - (i) product liability claims;



- (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and
- (iii) claims arising under consumer protection or similar legislation.

In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between 24COMS and Apple, 24COMS, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that

- (i) you are not located in a country that is subject to a European Union embargo, or that has been designated by the E.U. Government as a "terrorist supporting" country; and
 - (ii) you are not listed on any E.U. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to 24COMS as follows:

support@24COMS.com

24COMS and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.



Intellectual Property Rights

Service Content, Software and Trademarks:

You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by 24COMS, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith is the property of 24COMS, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by 24COMS.

The 24COMS name and logos are trademarks and service marks of 24COMS (collectively the “24COMS Trademarks”). Other 24COMS, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to 24COMS. Nothing in this Terms of Service or the Service should be



construed as granting, by implication, or otherwise, any license or right to use any of 24COMS Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of 24COMS Trademarks will inure to our exclusive benefit.

Third Party Material:

Under no circumstances will 24COMS be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that 24COMS does not have a duty to pre-screen content, but that 24COMS and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, 24COMS and its designees will have the right to remove any content that violates these Terms of Service or is deemed by 24COMS, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service:

With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyright and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant 24COMS and its



affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to 24COMS are non-confidential and 24COMS will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that 24COMS may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of 24COMS, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.



Third Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. 24COMS has no control over such sites and resources and 24COMS is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that 24COMS will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that 24COMS is not liable for any loss or claim that you may have against any such third party.

Social Networking Services

You may be able to log in to the Service via various online third party services, such as social media and social networking services like Facebook or Twitter (“Social Networking Services”). By logging in or directly integrating these Social Networking Services into the Service, we make your online experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to such Social Networking Services, and we will use, store and disclose such information in accordance with our Privacy Policy. For more information about the implications of



activating these Social Networking Services and 24COMS's use, storage and disclosure of information related to you and your use of such services within 24COMS (including your friend lists and the like), please see our Privacy Policy at www.24COMS.com/privacy .

However, please remember that the manner in which Social Networking Services use, store and disclose your information is governed solely by the policies of such third parties, and 24COMS shall have no liability or responsibility for the privacy practices or other actions of any third party site or service that may be enabled within the Service.

In addition, 24COMS is not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with Social Networking Services. As such, 24COMS is not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Social Networking Services. 24COMS enables these features merely as a convenience and the integration or inclusion of such features does not imply an endorsement or recommendation.



Indemnity and Release

You agree to release, indemnify and hold 24COMS and its affiliates and their officers, employees, directors and agent harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service or Products, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another.

Disclaimer of Warranties

Your use of products and services is at your sole risk. Unless explicitly noted in a warranty provided by 24COMS, the products and the service are provided on an “as is” and “as available” basis. 24COMS expressly disclaims all warranties of any kind, whether express, implied or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

24COMS makes no warranty that (i) the product or service will meet your requirements, (ii) the product or service or use thereof will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the product or service will be accurate or reliable, or (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations.



Limitation of Liability

You expressly understand and agree that 24COMS will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if 24COMS has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the service or any product; (ii) the cost of procurement of substitute goods and services resulting from any products, goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service or otherwise in connection with the products; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service or regarding a product or service; or (v) any other matter relating to any product or service. In no event will 24COMS's total liability to you for all damages, losses or causes of action exceed the amount you have paid 24COMS in the last one (1) month (excluding customization costs), or, if greater, one hundred euro (€100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you. If you are dissatisfied with any product, portion of the service or with these terms of service or terms of sale, your sole and exclusive remedy unless otherwise explicitly set forth by 24COMS is to discontinue use of the applicable product or service.



Arbitration

At 24COMS's or your election, all disputes, claims, or controversies arising out of or relating to the Terms of Service, the Product and/or Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before Judicial Arbitration and Mediation Services (JAMS), or its successor. Unless otherwise agreed by the parties, arbitration will be held in Amsterdam, the Netherlands. Before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by JAMS, and will be conducted in accordance with the rules and regulations promulgated by JAMS unless specifically modified in the Terms of Service. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the Terms of Service and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the Terms of Service, and each party hereby irrevocably waives any claim to such damages. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction.



Termination

You agree that 24COMS, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if 24COMS believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. 24COMS may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that 24COMS may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that 24COMS will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and 24COMS will have no liability or responsibility with respect thereto. 24COMS reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.



General

These Terms of Service constitute the entire agreement between you and 24COMS and govern your use of the Product and Service, superseding any prior agreements between you and 24COMS with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the European Union without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and 24COMS agree to submit to the personal and exclusive jurisdiction of the courts located within the Netherlands. The failure of 24COMS to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.



You may not assign this Terms of Service without the prior written consent of 24COMS, but 24COMS may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At 24COMS, we respect the privacy of our users. For details please see our Privacy Policy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions?

Please contact us at info@24COMS.com to report any violations of these Terms of Service or to pose any questions regarding this Terms of Service or the Service.