

GENERAL TERMS AND CONDITIONS

By clicking »I understand and agree to the terms of use of the DetelFone services« you certify that you have read, understood, and will fully comply with these terms and conditions and any amendments made hereafter.

1. DEFINITIONS

- 1.1 These general terms and conditions define the obligations and commitments between **the service provider – In.life d.d.** (hereinafter referred to as the »Operator«), who is the owner and developer of DetelFone software, and a client (hereinafter referred to as the »User«).
- 1.2 The **DetelFone services** include software, phone services, support, media content, enhancements, upgrades and other features related to voice communication and data transfer from one web location to another, as well as in all fixed and mobile phone networks worldwide.
DetelFone services can also be used for business activities.
- 1.3 **DetelFone services** can be used in two different ways:
- prepaid; without formally signed contract and without subscription fees. In order to make calls, the User must have sufficient funds in his/her DetelFone account. If the User does not have sufficient funds in the account, the calls will not be delivered. (Calls are charged at a per minute rate and rounded up to the next minute).
 - postpaid; the User is required to sign a contract with the Operator and to pay a monthly subscription fee. Calls are charged on a per second basis (with a minimum of 30 seconds per call).

2. DEFINITION OF SERVICES AND MUTUAL RIGHTS AND OBLIGATIONS

- 2.1 The User is entitled to download free DetelFone software from the Operator's website, save it and install it in his computer, mobile phone or other electronic devices. DetelFone software allows the User to use internet telephony (VoIP) services in the following ways:
- for incoming and outgoing calls within the DetelFone network,
 - for incoming and outgoing calls using domestic and international phone networks,
 - for incoming and outgoing calls using mobile operators' networks,
 - for other additional services (such as sending files, conference calls, chat...)

DetelFone services do not provide access to any emergency services (112, 911...). If necessary, we strongly recommend that you contact an emergency communication center via your landline or mobile phone network.

Terms of service:

- each DetelFone user account require a unique email address,
- each DetelFone user account require a unique mobile phone number,

In order to use DetelFone services, the user must provide the following:

- a PC/laptop with installed Microsoft Windows operating system,
- a minimum internet connection speed of 256/Kbps.

In order to use DetelFone services on mobile devices, the User must provide the following:

- advanced mobile phone (Smartphone) which supports SIP, or a mobile phone with the appropriate Symbian operating system,
- wireless internet access (Wi-Fi, UMTS, GPRS), which allows the service to run through specific ports (SIP, voice ports).

In case of a payment for Internet charges, the charges are calculated in accordance with the Internet service provider's price list.

- 2.2 The User may not transfer any of their rights under these Terms and Conditions to a third party. The Operator may transfer its rights under these Terms and Conditions to a third party when the Operator reasonably believes that the User's rights will not be affected.
- The User agrees that under no circumstances will he/she reproduce, duplicate, copy, change the program's code or engage in any activity that interferes with or disrupts the DetelFone services.
- 2.3 The User is aware that DetelFone also includes third parties' services, software and technologies. Each of them are subject to these Terms and Conditions. In case of signing a separate agreements with third parties, the User cannot claim any compensation from the Operator.
- 2.4 The Operator reserves the right to revise and amend these Terms and Conditions at any time without prior notice. Any amendments to these Terms and Conditions will be published on the Operators' website www.detelfone.eu and will be effective immediately upon posting. It is the User's responsibility to check these Terms and Conditions regularly to determine whether any such amendment has been made.
- 2.5 The User agrees that the DetelFone services are subject to change or upgrade at any time with appropriate notification. The User also agrees that these changes and modifications to the DetelFone services should be accepted and installed.
- 2.6 The Operator reserves the right in its sole discretion and without prior notice to suspend or terminate the User's access to DetelFone services, at any time, for violating these Terms and Conditions.
The Operator also reserves the right to limit the User's access to DetelFone services due to maintenance, upgrading, technical or other reasons for the necessary period of time without prior notification. In such instances, the Operator will not be liable for any direct, indirect, or consequential loss.

The Operator will use its best efforts to ensure undisturbed functioning of DetelFone services, as well as the functioning of its electronic communication network, but cannot guarantee their absolute reliability. The User agrees and accepts the use of DetelFone services under these conditions and waives any complaint in this regard. In the event of total or partial interruption of the DetelFone

services, regardless of the cause (technical problems, power failures, network congestion, etc.), the Operator is obliged to use its best efforts to ensure the normal functioning of the services.

- 2.7 The User agrees to use the services in accordance with these Terms and Conditions and act in manner that will comply with all applicable laws, rules and regulations.
- 2.8 The incoming and outgoing calls service between DetelFone users is completely free. Those calls are called on-net calls.
- 2.9 Upon a User's request, the Operator may provide him/her with his own telephone number from the national numbering range, which will enable him/her to make and receive phone calls to and from a public telephone network (so-called off-net calls). These calls are charged in accordance with the rates published in the Operators web page at www.detelfone.eu.
- 2.10 Prepaid users with a national telephone number is obliged to pay for the phone number leasing. The payment process is the same as the topping up of the DetelFone account. If the lease of the national phone number has not been paid, the User will be assigned to a unique virtual phone number. If the User wants to keep the same phone number, he/she will have to pay for the rental within a month of time. In case when the User fails to pay the monthly phone number lease on time, he/she would lose the right to keep that number but will be able to obtain another national phone number. The Operator informs the User about the course of the lease, by email.
- 2.11 The User can pay for the use of off-net calls services by topping-up his/her DetelFone account with a credit card or via PayPal. The User may also sign a special contract with the Operator that would allow him to pay his bills at the end of a month (postpaid subscription model). In this case, the User is obliged to pay his/her accrued expenses in accordance with the contractual Terms of Payment and the deadlines. In case of a delayed payment, the Operator is entitled to suspend the User's access to the services and keep charging him/her a subscription fee. In the event of the termination of the contract, the User is required to pay any arrears owed to the Operator, including subscription fees.
- 2.12 The User has the right to object to decisions and actions taken by the Operator that are related to the provision of access to the DetelFone services. Only written objections, concerning problems with access and quality of the services, and excluding problems with media content and internet access, will be taken into consideration.
- 2.13 All complaints should be filed in writing within fifteen (15) days of the time the User became aware of the acts or decisions that are the subject of the complaint, and must be submitted to the Operator's headquarters. The Operator is not obliged to respond to complaints received later than ninety (90) days after the actions or decisions were made.
- 2.14 The contracting parties agree that any disputes will be resolved amicably. In cases where the contracting parties cannot reach an agreement, all disputes or legal claims will be settled in the Court of Ljubljana.

3. LIMITATIONS OF SERVICES, AVAILABILITY AND RESPONSIBILITIES

- 3.1 The user is aware and accepts that:
- the phone number transfer within the DetelFone network is charged according to DetelFone's official price list,
 - DetelFone does not provide access to any emergency services (112, 911...),
 - the allocation and the use of national non-geographical telephone numbers is available to Slovenian residents only,
 - the Operator assigns the User with a personal virtual telephone number, and reserves the right to withdraw it at anytime,
 - the Operator reserves the right to change the rates upon a thirty (30) days notice.
- 3.2 The User will not resell or redistribute the DetelFone services, unless expressly permitted otherwise.
- 3.3 Use of automatic dialing, continuous call forwarding, telemarketing, mass faxing, and other activities that are not in accordance with the usual telephone habits of small businesses and individuals is prohibited, and will result in the termination of the services. All hardware and software supplied by the Operator should be used in accordance with the General Terms and Conditions. In case of violation of the aforementioned Terms and Conditions, the Operator is not responsible for any malfunctioning of the services, nor for any damage or loss resulting from the improper or prohibited use of DetelFone's services. The User bears full responsibility for all consequences, including all losses and damages arising from the misuse of DetelFone's services. In case of serious violations of these Terms of Use, the Operator reserves the right to limit, suspend, or terminate the use of the services.
- 3.4 The User agrees that use of DetelFone's services is at his/her own risk and that the Operator will not be held responsible for any damage or loss as a result of using the services. The Operator is not responsible for any loss, damage, theft, or modification of the data sent, received, or stored within the DetelFone services. The Operator is not responsible for any damage or loss caused by the improper functioning or interruptions in the services.
- 3.5 By accepting the Terms and Conditions, the User agrees that his/her personal information can be used for the purpose of the market segmentation, statistical analysis, and delivery of promotional material and newsletters. The Operator is obliged to respect the Users' privacy and the confidentiality of his/her personal data, and will not disclose their personal information to anyone without their consent. The User may withdraw the statement of consent at any time by providing the Operator with a written request to the following email address: marketing@inlife.si. Such withdrawal of consent will be effective in not more than 15 days after receiving the request.

4. PRIVACY AND SECURITY

- 4.1 DetelFone utilizes the public Internet and third party networks to transmit voice and other communications. The Operator shall not be liable for any lack of privacy which may be experienced with regard to the services, or with regard to the disclosure or transfer of the User's personal information to any third party, in situations specified in this Agreement. The Operator is bound to respect the privacy and sensitivity of personal information provided by the User, and will not disclose any personal information to any third parties without his/her consent, unless required by laws or regulations of the Republic of Slovenia.
- 4.2 DetelFone provides free use of the Caller ID block service, whereby the User has a choice to show or hide his/her phone number while making a phone call.

5. COPYRIGHT AND INTELLECTUAL PROPERTY

- 5.1 DetelFone's services are subject to copyright and other forms of intellectual property protection legislation. The User is informed and aware that DetelFone's services are the property of the Operator. Any misuse of DetelFone copyrights and/or other forms of intellectual property will result in legal penalty.

6 ACCESS TO INFORMATION

- 6.1 Access to information about DetelFone services is available in the following ways:
- in the operator's headquarter,
 - through the public telephone number +386 (0)5920 1000,
 - through the web page: www.detelfone.eu,
 - via email: help@de-tel.com,
 - through the authorized representatives.

7 CLOSING REGULATIONS

- 7.1 These General Conditions are valid from 23.9.2011.
- 7.2 The Operator reserves the right to terminate this agreement at any time, or suspend the provision of the services without prior notice. If an account is inactive for longer than 6 months, the Operator reserves the right to cancel the account without prior notification, and retain the outstanding balance.
- 7.3 The User has the right to stop using the services or terminate the User agreement at any time. In this case, the User must delete all copies and the appropriate components of DetelFone software from his/her PC/Laptop, mobile phone, or other electronic devices used to access DetelFone's services. The User is also required to pay all liabilities incurred by the use of DetelFone's services.
- 7.4 Prepaid Users are advised to use up their remaining credit in their DetelFone accounts. The remaining balance on the User's account will not be returned and will be held as a reimbursement for the expenses incurred in the process of deleting/blocking the account.