

Terms of Service for LocalTransfer iPhone App

These Terms and Conditions constitute the agreement between CABLEWAY S.A. ("CABLEWAY") and the user of the LocalTransfer iPhone App service provided by CABLEWAY (individually and collectively referred to as "Service") and the associated software for the LocalTransfer application ("Licensed Application" or "Software"), which you must download to an authorized mobile device in order to use the Service.

By using the Service or downloading, installing or using the associated Software, you expressly agree to be bound by these Terms and Conditions, including the End User License Agreement below, and future amendments and additions to these as published from time to time at <http://www.cableway.com.ar> (collectively, the "Terms and Conditions" or "Agreement").

SUMMARY OF IMPORTANT TERMS AND CONDITIONS

- The Service is designed to enable users who have the Software installed and registered on their Compatible Devices to subscribe local numbers from cities around for a monthly fee and receive incoming calls from those local numbers as a call transfer to his or her mobile phone.
- You are responsible for all data and other charges imposed by your carrier which may be incurred in using the Service or Licensed Application.
- The Licensed Application and the Service are not designed to replace or interfere with your current mobile telephone service.
- The Service does not support or terminate emergency (911) initiated calls.
- To use the Service you must have a valid PayPal account and you must purchase a monthly subscription for each local number you want to receive calls from and an extra amount to cover to talk time in fraction of minutes.
- You can at any time deactivate the autorenew feature that allows LocalTransfer app to receive automatic payments from your PayPal account every time your subscription is about to expire (every 30-day period)
- Neither non-usage of the Service nor misdialing while using the Service entitles you to a Service credit or refund. There are no refunds for Service cancellations made by you.
- Taxes may apply to the purchase price.
- The Service does not support or operate on TTY-enabled devices.

BINDING AGREEMENT

These Terms and Conditions and any others referenced herein, constitute a legal agreement between you, the end user, and CABLEWAY. This Agreement is a service Agreement. Please read it carefully before accepting it.

CONFIRMATION OF YOUR RIGHT TO USE THE SERVICE AND SOFTWARE

By entering into these Terms and Conditions, you expressly confirm that you are legally entitled and of legal age to enter this Agreement, that you have read and understand fully its terms and conditions, and that you have confirmed that your use of this Software and Service is permitted under the laws of your country. CABLEWAY will not be responsible if the use of the Software or the Service does not comply with the laws of your country.

You also represent and warrant that any information you provide to us in connection with your use of the Service or the Software is accurate.

PURPOSE OF SERVICE

The Service is designed to enable users who have the Software installed and registered on their Compatible Devices to subscribe local numbers from cities around for a monthly fee and receive incoming calls from those local numbers as a call transfer to his or her mobile phone.

CALLS TO EMERGENCY SERVICES

The Service is not a replacement for your ordinary telephone service and you cannot make emergency (e.g., 911) calls using the Service. However this does not prevent you using your mobile phone for making emergency calls via your cellular provider as normal.

REQUIREMENTS FOR USING THE SERVICE

In order to use the Service for calls, you must satisfy the following requirements:

1. You must have one of the authorized compatible handset devices that are powered by iOS software (the “Compatible Devices”) and download and install the Software.
2. For subscribing to local numbers, you must have a valid PayPal account, with username and valid password associated with it. Your PayPal account will be charged for all of the monthly subscriptions that you purchase and extra refills for talk time.

CABLEWAY reserves the right to terminate this Agreement if you use the Service or the Software with a device that is not identified as a Compatible Device. You may not use the Service simultaneously on more than one phone or device.

CABLEWAY CHARGES FOR USING THE SERVICE

CABLEWAY charges users who subscribe to local numbers from cities around the world. You are solely responsible for these charges. Except as expressly provided herein, the Service is non-refundable, and no refunds or other compensation will be given for unused calling time. Neither non-usage of the Service nor misdialing while using the Service entitles you to a credit or refund. You are responsible for ensuring the security of your mobile device, and the security of your user account details and password with the PayPal account.

DATA AND OTHER THIRD PARTY CHARGES

All 3G/4G communications sent or received using the Service over your carrier’s network will be charged to you at your wireless carrier’s data (kilobyte) charges pursuant to your particular data plan and customer agreement with your carrier. You are solely responsible for these charges. Please check with your carrier regarding charges applicable to your account prior to using the Service over your carrier’s network. In addition, when you use the Service, you may be making use of other third party networks (including 3G/4G, Cellular/Mobile, commercial hotspots) beyond those of your carrier; as a result, third party carrier airtime, roaming, access charges and surcharges may apply, for which you are solely responsible. CABLEWAY is not liable for these or any other costs you may incur by using your carrier’s or other third party services.

CHANGES TO OR DISCONTINUATION OF THE SERVICES

Our Service is subject to our business policies, practices and procedures, which we can change at any time, with or without notice. In addition, our Service may be discontinued in its entirety for any reason at any time, with or without notice. Unless otherwise prohibited by applicable law, we can also change the terms and conditions of the Service plan (such as features, prices and free offers) at any time, with or without notice.

TERMINATION

We may terminate your access to or use of the Service for any reason or no reason at any time in our sole discretion. If we terminate your access to or use of the Service for your violation of this Agreement, you will forfeit and not be refunded any unused subscription.

BILLING

PayPal will charge your method of payment in advance for each monthly subscription you purchase and extra fees for talk time via their PayPal service.

TAXES

Taxes, surcharges, or fees, or all of these (collectively, “Taxes”), may be assessed by government authorities on your use of our Service. You are responsible for all Taxes, which will be in addition to the applicable charges for purchasing credits to use the Services. Your PayPal account account will be charged for applicable Taxes in accordance with the terms and conditions that apply to purchases made via your PayPal account in your country. Where applicable, prices include VAT. You agree to comply with such applicable terms and conditions in all respects.

RESOLUTION OF BILLING OR SERVICE-RELATED ISSUES

If you want to dispute any charges on your account, you must notify PayPal. To resolve any Service-related issues, notify CABLEWAY at support@localcalltransfer.com.

ASSIGNMENT OF RIGHTS

You may not assign your rights under these Terms and Conditions unless expressly agreed by CABLEWAY. CABLEWAY’s assignment rights are unrestricted.

PRIVACY

We take our customers’ privacy seriously. Our Service uses, in whole or in part, the public Internet, the public switched telephone network, and third party networks to transmit voice and other communications. Your calls

may be subject to interception by law enforcement agencies and bodies. CABLEWAY is not liable for any lack of privacy which you may experience from using our Service.

REASONABLE USE OF SERVICE

LocalTransfer Service is solely for normal personal, individual, non-commercial use. If you use the Service in a way that is inconsistent with such use, we reserve all right to terminate the Service. We also reserve the right to terminate your access to or use of the Service at any time for any reason or no reason.

LAWFUL PURPOSES ONLY

You may use our Service, the Software and your device only for lawful, proper and appropriate purposes. You may not use our Service, the Software or your device in any way that is illegal, improper or inappropriate. As a means of example only, you may not use our Service for calling card inbound access or continuous or extensive chat line access. Nor may you use an open telephone line as a monitor, intercom or transcription service. And, you shall not use our Service to impersonate another person; use robots, data mining techniques, or other automated devices or programs to catalog, download, store, or otherwise reproduce or distribute information from our Service or use any automated means to manipulate our Service; use our service to violate any law, rule, or regulation; violate any third party's intellectual property or personal rights; or exceed your permitted access to our Service.

USE OF SERVICE INTERNATIONALLY

The Service is designed to be accessible on a world-wide basis. You will be solely responsible for any violations of local laws and regulations because of your use of our Service. Furthermore please be aware that your cellular carrier's data rates may change if you are using your cellular device outside of your local calling area.

NO ALTERATIONS OR TAMPERING

If you copy or alter or have someone else copy or alter the Software in any way that facilitates a compromise of the Service, you are responsible for any charges or damages that result. You may not attempt to hack or otherwise alter or disrupt our Service or make any use of our Service that is inconsistent with its intended purpose or this Agreement. You may not use or obtain our Service in any manner that avoids CABLEWAY policies and procedures, including in an illegal or improper manner.

You have not been granted any license to use the Software we use to provide our Service or that we provide to you in providing our Service other than a nontransferable, revocable license to use the Software in object code form (without making any modification to it) strictly according the terms and conditions of these Terms and Conditions and the End User License Agreement below. You may not reverse compile, disassemble, or reverse engineer, or otherwise attempt to derive the source code from the binary code of the Software.

MONITORING

We may monitor the use of our Service for violations of these Terms and Conditions. We may remove or block all communications if we suspect a violation of these Terms and Conditions, or if we think it necessary in order to protect our Service, or CABLEWAY, its parent, affiliates, directors, officers, agents, and employees from harm.

PROVIDING INFORMATION TO AUTHORITIES AND THIRD PARTIES

If we believe that you have used our Service or your device for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You consent to our forwarding of any such communications and information to these authorities. In addition, we may disclose your name, telephone number, credit card information, and other personal information, any communications sent or received by you, and any other information that we may have about your account, including but not limited to, types of service, length of service, MAC address(es), IP address(es), email address(es) and all other account information, as follows:

In response to law enforcement or other governmental agency requests; As required by law, regulation, rule, subpoena, search warrant, or court order; As necessary to identify, contact, or bring legal action against someone who may be misusing the service, the device, or both; To protect CABLEWAY's rights and property; or In emergency situations where disclosure of such information is necessary to protect CABLEWAY customers or third parties from imminent harm.

OUR RIGHT TO DISCONNECT

We have the right to suspend or discontinue your access to the Service generally, or to disconnect your access to the Service, at any time, for any or no reason. By way of example, we reserve the right to immediately disconnect your access to the Service at any time without notice in the following circumstances:

- If we determine that you have used the Service or the Software for an unlawful or inappropriate purpose;
- If we determine that the use or content does not conform to the requirements in this Agreement or that it interferes with our ability to provide the Service to you or others;
- If we determine that you have used the Service or the Software in violation of any laws or regulations;
- or
- If we determine that you have tampered with the Software.

Our action or inaction under this section does not constitute any review or approval of your action or use or content.

THEFT OF SERVICE

You may not use or obtain our Service in any manner that avoids CABLEWAY policies and procedures, including an illegal or improper manner. You must notify us immediately at support@localcalltransfer.com if you believe that the Service is being stolen, fraudulently used, or otherwise being used in an unauthorized manner. When you notify us of one of these events, you must provide a detailed description of the circumstances of the theft, fraudulent use, or unauthorized use of Service. If you fail to notify us in a timely manner, we may disconnect your access to and use of the Service and levy additional charges on you. Until you notify us, you will be liable for all use of our Service using a device stolen from you and any stolen, fraudulent, or unauthorized use of our Service whether or not it involves a stolen device.

NO TRANSFER OF SERVICE

You are the sole person authorized hereunder to use the Service for any purpose. You may not resell or transfer your right to access or use the Service or provide a telephone service to anyone else by using the Service or features of the Service without first getting our written consent.

NO WARRANTY

YOU AGREE THAT OUR SERVICE IS PROVIDED "AS IS," EXCEPT TO THE EXTENT PROVIDED BELOW. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE DO NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OMISSION, DEGRADATION OF VOICE QUALITY, OR LOSS OF CONTENT, DATA, OR INFORMATION. NEITHER CABLEWAY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO THE CUSTOMER FOR OUR SERVICE WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES OR EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS, DEVICES, OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF CABLEWAY'S OR ITS SERVICE PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING OUR SERVICE, IF ANY, BY CABLEWAY OR CABLEWAY'S AGENTS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

DISCLAIMER OF LIABILITY FOR DAMAGES

In no event will CABLEWAY, its officers, directors, employees, affiliates or agents or any other service provider who furnishes services to you in connection with our Service be liable for any damages, including but not limited to personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the Service, including inability to access emergency service personnel through the 911 dialing service, any other emergency dialing service or to obtain emergency help. These limitations apply to claims founded in breach of contract, breach of warranty, product liability, tort, and any and all other theories of liability. CABLEWAY is not responsible for any impact the Software may have on your device or any impact the download and installation of the Software may have on your device. These limitations apply whether or not we were informed of the likelihood of any particular type of damages.

DISCLAIMER OF THIRD PARTY ACTIONS AND CONTROL

CABLEWAY does not and cannot control the quality of other parties' networks to which LocalTransfer must interconnect. Therefore, CABLEWAY disclaims any and all liability that may arise from the performance, including failure, of other parties' networks.

INDEMNIFICATION

You shall defend, indemnify, and hold harmless CABLEWAY, its officers, directors, employees, affiliates and agents, and any other service provider who furnishes services to you for our Service, from any and all claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party or user of our Service, relating to our Service.

GOVERNING LAW

The law of Argentina will govern this Agreement as well as the relationship between you and us, under jurisdiction of "Tribunales en lo Federal Civil y Comercial" of Autonomous City of Buenos Aires (CABA).

INTELLECTUAL PROPERTY

The Service, our website content, our materials, services, logs, service marks and trademarks are protected by trademark, copyright, or other intellectual property laws, and international treaty provisions. Infringement by you may result in civil or criminal prosecution. You acknowledge and agree that we (or our licensors) own all legal right, title and interest in and to the Service, including any intellectual property rights which subsist in the Service (whether those rights happen to be registered or not, and wherever in the world those rights may exist) including, without limitation, all rights with respect to copyrights, patents, trademarks, service marks, moral rights, trade names, domain names, technology, mask works, know-how, design rights, trade dress, trade secrets, inventions, ideas, processes, formulas, source code and object code, data, and similar rights including the information in any application, registration, or renewal thereof that may be protected under the intellectual property laws, regulations, or rules of any country. You agree that in using the Service or Software, you will not use any trademark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

Third parties may make materials available using our Service. These third parties are not within our control. We do not review the content posted on our Service to see if it includes illegal or impermissible content, nor are we under any obligation to conduct any review. However, we respect the copyright interests of others. It is our policy not to permit any material we know infringes another party's copyright to remain on our Service. If you believe any materials on our Service infringe a copyright, you should give us written notice.

FORCE MAJEURE

CABLEWAY will not be liable for any failure to perform under this Agreement caused, directly or indirectly, by factors beyond its reasonable control, including earthquake, flood, embargo, riot, war, sabotage, terrorist attack, labor shortage or dispute, governmental act or failure of any third-party service or network

APPLE DEVICE TERMS; THIRD PARTY BENEFICIARY

The parties acknowledge that this EULA is concluded solely between CABLEWAY and you, and not with Apple, and Apple is not responsible for the Software and the Service and the content thereof. Any support that may be offered by CABLEWAY in connection with the Service is solely the responsibility of CABLEWAY and it is acknowledged by the parties that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software. The parties acknowledge that Apple has no obligation to furnish any warranty with respect to the Software. In the event of any failure of the Software to conform to any applicable warranty, if any, you may notify Apple, and Apple will refund the purchase price for the Software to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software. The parties acknowledge that Apple is not responsible for addressing product claims. Apple is not responsible for addressing any claims of any end-user or any third party relating to the Software or the end-user's possession and/or use of that Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The parties acknowledge that, in the event of any third party claim that the Software or your possession and use of that Software infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Complaints or claims with respect to the Software should be directed to CABLEWAY at the following address: support@localcalltransfer.com. The parties acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party beneficiary thereof.