

## **END USER LICENSE AGREEMENT (“EULA”)**

### **VOIX PHONE Soft Phone of Voixer Ltd License Agreement**

**IMPORTANT- PLEASE READ CAREFULLY:**

This EULA is a legal agreement between you (as an individual) and Voixer Ltd, granting you certain rights to access and use Software owned by Voixer Ltd and/or downloaded from the Voixer Ltd website. You must review and either accept or reject the terms of this EULA before installing and using the software. By clicking the **II ACCEPT** button you agree that:

1. You have read carefully the terms and conditions of this EULA
2. You understand them
3. You agree to be legally bound by them

**RUNNING VOIX PHONE IS EQUAL TO SIGNING A CONTRACT WRITTEN ON PAPER AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.**

**YOU MAY TERMINATE THIS LICENSE BY DESTROYING THE SOFTWARE, DOCUMENTATION, AND ANY OTHER COPIES OF THE SOFTWARE OR THE DOCUMENTATION IN YOUR POSSESSION. THE LICENSE WILL TERMINATE AUTOMATICALLY UPON ANY VIOLATION OF THE TERMS AND CONDITIONS OF THIS LICENSE.**

#### **1. Defined terms**

**VOIX PHONE** is an IAX2 soft phone.

**Documentation** means: any user manuals that can be found on [voix.it](http://voix.it), [voixpbx.com](http://voixpbx.com), [voixphone.com](http://voixphone.com)

**You** means: You, the person using the Software.

**Users**: means any users of the Software.

**Software**: means the VOIX PHONE telephone software (soft phone) and associated materials licensed from Voixer ltd.

#### **2. Conditions of use**

Except for the rights expressly granted above, this License transfers to you no right, title or interest in the software, the intellectual property or proprietary right in the software or the Documentation.

##### **1.1. This license only permits you to do the following:**

- a. install, access, display, run and otherwise use the Software on a single computer, terminal, work station, PC, smart phone or other digital device
- b. take a single copy of the Software for backup purposes only

1.2. You must:

- a. use this license in good faith and in accordance with the laws of the country in which you use the Software.
- b. preserve the goodwill that subsists in the intellectual property rights of the Software.
- c. follow any additional reasonable instructions from Voixer Ltd in relation to the use of the Software.
- d. notify Voixer Ltd immediately if you become aware of any potential or actual infringement of any intellectual property rights in relation to the Software.

1.3. You must not do any of the following yourself, or through any other person:

- a. sell, rent, lease, license, sub-license or redistribute Software or its activation key(s), or use or permit others to install or directly or indirectly access or use the Software, its functionality or its activation key(s), except as expressly agreed in writing
- b. alter or remove any copyright, trademark, patent, or other protective notices contained in or on the Software except if mentioned in this EULA.
- c. reverse engineer, decompile or disassemble the Software or otherwise attempt to derive its source code, except and only to the extent that any of these activities is permitted by applicable law despite this restriction.
- d. modify or create derivative works of the Software.
- e. modify, disable, circumvent, avoid, bypass, remove, deactivate, impair or otherwise interfere with features of the Software that enforce license restrictions or limits, or report technical or statistical information regarding the Software
- f. permit any act that infringes Voixer Ltd copyright in the Software other than in accordance with this EULA.
- g. make the Software or part thereof available to another person other than in accordance with these terms and conditions.
- h. remove or alter any marking or information whatsoever which may be attached to or form part of the Software and which identifies Voixer Ltd or its related entities as the owner of copyright in the Software.
- i. communicate or reproduce the Software other than in accordance with these terms and conditions.

j. enter into this Agreement and download, install or use the VOIX PHONE Software if You are residing in a jurisdiction which restricts the use of internet-based applications according to age, or which restricts the ability to enter into agreements such as this agreement according to age and You are under such a jurisdiction and under such age limit. Furthermore, if You are residing in a jurisdiction where it is forbidden by law to offer or use software for internet telephony, You may not enter into this Agreement and You may not download, install or use the VOIX PHONE Software. BY CLICKING THE I I AGREE BUTTON YOU EXPLICITLY STATE THAT YOU HAVE VERIFIED IN YOUR OWN JURISDICTION THAT YOUR USE OF THE VOIX PHONE SOFTWARE IS ALLOWED.

#### 1.4. Jurisdiction:

These terms of this section shall be governed by and construed in accordance with the laws of England, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the courts of England and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. The section headings used herein are used for convenience only and shall not be used in the interpretation of any of the provisions hereof. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in writing, signed by both parties.

#### 3. Specific requirements and warnings

You must ensure that your access to the Software is not illegal or prohibited by laws that apply to you.

You acknowledge that the Software will be installed on your computer and will require access to your computer and network connectivity for the purpose of communicating with VOIX PHONE, other users of the Software and other telecommunication networks.

You acknowledge that the Software is not intended to be used to make any emergency calls of any type, including but not exclusive to, police, ambulance and fire brigade. Use of the Software may require you to pay license or other fees to third parties. You are responsible for payments of all such third party fees. Voixer Ltd is NOT responsible for payment of any such third party license fees.

#### 4. Third Party Software

(c) libiax, libiax2, 2001 Mark Spencer under the LGPL.

(c) gsm encoder, 1992, 1993, 1994 by Jutta Degener and Carsten Bormann, Technische Universitaet Berlin (free license, terms in gsm/copyright)

(c) Portaudio, 1999-2000 Ross Bencina and Phil Burk Modified BSD style license, in portaudio/LICENSE.txt  
(c) libspeex, various authors BSD-like license.  
(c) Sox tools, compand.c, 1999 Chris Bagwell And Nick Bailey  
(c) Apple, Mac OS, are registered trademark or trademarks of Apple Computer, Inc. in the U.S.A. and other countries.  
(c) Microsoft, Windows NT, XP, VISTA, are registered trademarks or trademarks of Microsoft Corporation in the United States and/or other countries.  
(c) Linux is a trademark of Linus Torvalds  
(c) QT Trolltech, Qt, Qtopia and the Trolltech logo are registered trademarks of Trolltech.  
(c) Voix and Voix manager are trademarks or registered trademarks of Voixer ltd.  
Third party trademarks, trade names, product names and logos may be the trademarks or registered trademarks of their respective owners.

## 5. TERM AND TERMINATION

5.1. This license shall commence on the date of first use of the Software, and shall remain in force until terminated in accordance with the clauses mentioned in this EULA.

5.2. Voixer Ltd may terminate any and all provisions of this license and your use of the Software at any time and for any reason upon written notice.

6. This warranty gives you specific legal rights and you may also have other rights, which vary from jurisdiction to jurisdiction.

Voixer Ltd is licensing the Software and Documentation to You AS IS, with no express or implied warranties of any kind, including, but not limited to, any implied warranties of merchantability or fitness for any proprietary rights of a third party. Under no circumstances and under no legal theory, tort, contract, or otherwise, shall Voixer Ltd be liable for any consequential, incidental, or special damages, or any other relief whatsoever, or for any claim by any third party, arising from use by You or others of the Software or Documentation, even if Voixer Ltd shall have been informed of the possibility of such damages.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND THAT, BY USING THE SOFTWARE, WEB SITE OR ANY OTHER VOIX SERVICES, BY CLICKING ON THE "I ACCEPT" BUTTON AND/OR CONTINUING TO INSTALL THE VOIX PHONE SOFTWARE, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.