

# callinter\_speech\_analytics Service Agreement

Version: 1.0

Last Modified: 24 Jun 2019

Thank you for choosing callinter\_speech\_analytics

**Important:** Before you use callinter\_speech\_analytics (as defined below), **Fano advises you to carefully read and make sure you understand the provisions of this callinter\_speech\_analytics Service Agreement (the “Agreement”), especially those sections that are underlined and in bold, which might exclude or limit the liability of callinter\_speech\_analytics or highlight your obligations.**

**CALLINTER SPEECH ANALYTICS IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 13, or in certain jurisdictions, under 16 (the “Minors”) and we do not knowingly collect information from Minors. If you are between 13 (or 16 in certain jurisdictions) and 18, you must have permission from your legal guardian before you are permitted to use callinter\_speech\_analytics . If you have any questions about this Agreement, or you are unwilling to accept this Agreement in whole or in part, please cease using callinter\_speech\_analytics immediately.** If you have any questions regarding callinter\_speech\_analytics or wish to provide feedback (including, but not limited to, suggestions and complaints) to Fano, You can contact us via email at [legal.team@fano.ai](mailto:legal.team@fano.ai), or by phone at +852 3543 1189.

**1. Scope of this Agreement:** This Agreement is made between you and Fano Labs Limited and its affiliates who assist Fano with respect to provision of the services (collectively, “Fano”, “we”, “us” or “our”) for your use of callinter\_speech\_analytics . This Agreement incorporates the [Privacy Policy](#). **Fano may update this Agreement from time to time at its own discretion, including, without limitation, making any updates to satisfy business, legal or policy requirements. If you are unwilling to accept all or part of the provisions of any future updated version of this Agreement, you must immediately cease your use of callinter\_speech\_analytics . Because callinter\_speech\_analytics is evolving over time, we may change or discontinue all or any part of callinter\_speech\_analytics at any time and without notice, at our sole discretion. If you continue to use callinter\_speech\_analytics after we have posted updated version of this Agreement, you are agreeing to be bound by the updated version of this Agreement.** "callinter\_speech\_analytics " is a software product developed, operated and managed by Fano. Under this Agreement, "callinter\_speech\_analytics" refers to the callinter\_speech\_analytics mobile applications (the “App”), the website set up by Fano for callinter\_speech\_analytics , and other services provided by Fano as part of the App and/or the website.

**2. Protection of User Information and Personal Information:** It is a fundamental principle of Fano to protect your user information and personal information. You agree that Fano will collect, use, store, manage and protect your user information and personal information in accordance with the provisions of this Agreement and the Privacy Policy. **If you are unwilling to accept or have any question related to the Privacy Policy in whole or in part, please cease using callinter\_speech\_analytics immediately and you may contact us via the contact details as first written above.**

**3. Account and Security:** If you want to use certain features of callinter\_speech\_analytics , you may have to create an user account (the “Account”). You can obtain an Account by registering for an Account or using your account with certain third-party services such as Google and Facebook (the “Third Party Account”). If you choose the Third Party Account option, we will create your Account by extracting from your Third Party Account certain personal information such as your name and email address and other personal information that your privacy settings on the Third Party Account permit us to access. Please keep secure your Account login

credentials or your Third Party Account login credentials (as the case may be). **As between you and Fano, you shall be solely responsible for theft or any unauthorized use of your Account login credentials and your Third Party Account login credentials due to your failure to keep this information secure or otherwise.** You may terminate your Account at any time.

**4. Non-commercial Use of callinter\_speech\_analytics :** You agree to use callinter\_speech\_analytics in a reasonable and legal manner in accordance with this Agreement. Unless otherwise stipulated, you may only view, share, store, use, transmit and post voices, audios, photos, videos and other content via callinter\_speech\_analytics for your personal and non-commercial purposes or uses designated by Fano, and you may not transfer your rights under this Agreement, whether for consideration or free of charge, without the written consent of Fano.

**5. Your Use of callinter\_speech\_analytics :** You shall be fully responsible for your use of callinter\_speech\_analytics and for your User Content. You shall not produce, store or post any following information via callinter\_speech\_analytics :

- i. photo or other content that contains gambling, violence, discrimination, nudity, eroticism or sexual innuendo;
- ii. information that infringes the legitimate rights of others, including, but not limited to, the reputation right, portraiture right, privacy right and intellectual property rights;
- iii. information that contains content defaming, coercing, humiliating, abusing, harassing, threatening, palming off/passing off or intimidating another person or entity, or personal information of another person or entity including, but not limited to, credit card information, social security number or other national identification number, non-public telephone number or non-public email address;
- iv. information that creates unfair competition, including, but not limited to, content with ownership/intellectual property rights markings that have been tampered with, added, deleted or removed, and unauthorized content;
- v. information that violates the terms of this Agreement, laws, regulations, policies, social order and information that disturbs Fano's normal operation;
- vi. information that contains unsolicited or unauthorized advertising, promotional materials, email, spam or other form of solicitation;
- vii. information that helps or encourages others to do any of the above; or
- viii. information that is otherwise deemed inappropriate by Fano.

**Although we are not obligated to monitor access to or use of callinter\_speech\_analytics or to review or edit any User Content, we have the right to do so for the purpose of operating callinter\_speech\_analytics, to ensure compliance with this Agreement and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of this Agreement. We have the right to investigate violations of this Agreement or conduct that affects the operation of callinter\_speech\_analytics.**

**If you violate this Agreement, you agree that Fano may, at its discretion or as required by law and policies, and without prior notice to you, take any action deemed appropriate by Fano, including, without limitation: (i) removing any offending User Content; or (ii) suspending or terminating your access to Fano, ceasing to provide any services related to Fano, and taking measures to restrict your access to your Account.**

**6. Content Ownership and License.**

Definitions. For purposes of this Agreement: (i) “**Content**” means text, audio, photos, images, videos, graphs, and other information, material or content, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through callinter\_speech\_analytics ; (ii) “**Fano Content**” means any Content that is, either directly or indirectly, posted, generated or otherwise made available to users of callinter\_speech\_analytics (including you) or to us through callinter\_speech\_analytics by Fano, including, without limitation, product features built into callinter\_speech\_analytics ; and (iii) “**User Content**” means any Content uploaded or provided by users of callinter\_speech\_analytics and to be made available through callinter\_speech\_analytics , but excluding any Fano Content (or derivatives thereof).

Content Ownership. Fano does not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, Fano and its licensors exclusively own all right, title and interest in and to the Fano Content and all associated intellectual property rights. You acknowledge that callinter\_speech\_analytics and the Fano Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying callinter\_speech\_analytics or Fano Content. For greater certainty, if you incorporate any Fano Content into your User Content, we will retain all rights to the Fano Content and any derivatives thereof.

Rights in your User Content. By making any User Content available through callinter\_speech\_analytics , **you hereby grant to Fano a non-exclusive, irrevocable, perpetual, transferable, worldwide, royalty-free license, with the right to sublicense, to: (i) use, copy, modify, adapt, communicate, make available, distribute, publicly display, publicly perform and do all other acts comprised in any intellectual property rights in or to your User Content in connection with operating and providing callinter speech analytics to you and to other users of callinter speech analytics , in any form, format, media or media channels now known or later developed or discovered; and (ii) optimize and promote callinter speech analytics . In the event that such User Content contains the personal information, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such information and that Fano and its sub-licensees are allowed to use them to the extent indicated in this Agreement.**

Your Responsibility for your User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under this Agreement. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through callinter\_speech\_analytics , nor any use of your User Content by Fano on or through callinter\_speech\_analytics will infringe, misappropriate or violate any third party’s intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Removal of User Content. You can delete your User Content at any time by specifically deleting it. However, in certain instances, some of your User Content may not be completely removed, and copies of your User Content may continue to exist on callinter\_speech\_analytics or outside of callinter\_speech\_analytics . In addition, User Content you delete may persist for a limited period of time in backup copies. Fano is not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content. Further, where your User Content is publicly available, you acknowledge that Fano cannot control whether people will copy or reproduce such User Content and how they are going to use such copies of such User Content, and Fano has no responsibility in this regard. You agree that you will not have any claims against Fano arising from or relating to third parties using voice, audio, image, design, video and other materials that derive from or are based on your User Content in any form, including, in

particular, publishing on the Internet. Fano shall also have the right to delete or remove any User Content in its sole and absolute discretion and without prior notice to you.

Rights in Content Granted by Fano. Subject to your compliance with this Agreement, Fano grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to, during the term of this Agreement, access and view the Content (excluding your User Content) solely in connection with your permitted use of `callinter_speech_analytics` and solely for your personal entertainment, study, research or appreciation purposes that are non-commercial. You shall not use Content (excluding your User Content) for any commercial purposes without the prior written consent of Fano.

**7. Advertising:** `callinter_speech_analytics` may include advertisements in connection with providing `callinter_speech_analytics` to you, which you acknowledge supports the provision of the services by Fano and hence is a reasonable and legitimate. You agree to receive advertisements made available to you by Fano or third-party partners while you are using `callinter_speech_analytics`. Subject to Fano's compliance with any applicable laws related to the provision of advertisements, **Fano does not select, review or screen advertisements and is not a supplier of any of these products or services. Fano makes no representations or warranties as to the goods or services of any advertisers, whether express or implied all of which are hereby disclaimed. You should carry out your own enquiries as to any product or service advertised via `callinter_speech_analytics` to ascertain its quality, suitability, availability or other characteristics and verify any claims or descriptions relating thereto. Unless otherwise stipulated by law, Fano is not liable for any of your losses or damages arising from or in connection with the transactions performed by you based on such advertisements or the content provided by the advertisers.**

**8. Feedback:** We welcome feedback, comments and suggestions for improvements to the `callinter_speech_analytics` (the "**Feedback**"). You can submit Feedback by emailing us at [legal.team@fano.ai](mailto:legal.team@fano.ai), or by phone at +852 3543 1189. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license, with the right to sublicense, under any and all intellectual property rights that you own or control, to use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

## **9. License for the App.**

Subject to your compliance with this Agreement, Fano grants you a limited royalty-free, non-exclusive, non-transferable, non-sublicenseable license to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for purposes as expressly permitted by this Agreement. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in this Agreement, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. Fano reserves all rights in and to the App not expressly granted to you under this Agreement.

**10. Indemnity:** If anyone brings a claim against us, our affiliates or service providers, and/or each of our or their respective officers, directors, agents, joint ventures, employees or representatives, arising from or in connection with your acts or omissions relating to use of `callinter_speech_analytics` or the provision of User Content, including, without limitation, actual or alleged violation of any laws, regulations or other legal rights, or any breach of any term in the Terms of Service, you will indemnify and hold us and each of the parties identified above harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

**11. Disclaimer: You agree to use `callinter_speech_analytics` at your own risk. `callinter_speech_analytics` is provided on an "as is" and "as available" basis without any**

representation or warranty, whether express, implied or statutory, all of which are hereby disclaimed to the maximum extent permitted under applicable law. Without limiting the generality of the foregoing, we specifically disclaim any warranties relating to title, merchantability, fitness for a particular purpose and non-infringement. We do not make any representations or warranties that access to any part or feature of callinter\_speech\_analytics , or any of the materials contained therein, will be continuous, uninterrupted, timely, error-free, or secure. Operation of callinter\_speech\_analytics may be interfered with by numerous factors outside of our control. We make no representation or warranties as to the quality, suitability, usefulness, accuracy, or completeness of callinter\_speech\_analytics Plus or any materials contained therein.

**12. Limitation of Liability:** To the maximum extent permitted under applicable law, we will not be liable to you for any loss of profits, loss of anticipated savings, loss of opportunity, loss of reputation or any consequential, special, indirect, or incidental damages arising out of or in connection with this Agreement and/or your use of callinter\_speech\_analytics , even if we have been advised of the possibility of such damages except in the cases where our intentional act or gross negligence causes loss or damage to you. If to any extent our liability is not or cannot be excluded, the aggregate liability of us, our affiliates, and service providers, or any of our or their respective officers, directors, agents, joint venturers, employees or representatives, to you or any third parties in any circumstance is limited to the lesser of: (i) the actual fees paid to us by you in the preceding three (3) months; and (ii) US\$100 dollars. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such cases, our liability will be limited to the fullest extent permitted.

**13. Not Responsible for Third Parties:** We are not responsible for the actions, content, information, or data of third parties, and you release us, our directors, officers, employees, and agents and our affiliates and service providers, or any of their respective officers, directors, agents, joint venturers, employees or representatives, from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. callinter\_speech\_analytics may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party websites or resources.

**14. Force Majeure and Other Grounds for Exemption:** Your use of callinter\_speech\_analytics may be affected by force majeure circumstances or other factors, including, but not limited to, the following: political or social circumstances, natural disasters, economic crisis, computer virus or hacker attacks, server or system instability, your location, technical limitations, network quality, and failures of communication lines or computers or other matters beyond our control (hereinafter collectively referred to as “**Force Majeure Events**”). **In the event of the occurrence of any Force Majeure Events, for the duration of such Force Majeure Events, Fano shall have no liability to perform any of its obligations affected thereby, which obligations shall be suspended, and Fano shall not have any liability for losses you may sustain that are attributable to any Force Majeure Events to the maximum extent permissible by law.**

**15. Modification, Suspension, and Termination of callinter\_speech\_analytics :** Except as otherwise stipulated in this Agreement, Fano shall have the right to modify, suspend, or terminate the operation of callinter\_speech\_analytics and/or your access to callinter\_speech\_analytics at any time, in its sole discretion and without any notice. **Fano shall assume no responsibility for any such modification, suspension or termination. It is your responsibility to appropriately update, backup and transfer the data generated and arising in connection with your use of callinter\_speech\_analytics .** Upon any such cancellation,

suspension or termination, the following Sections of this Agreement will survive: Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17.

**16. Notification of Infringement:** Fano has the right to investigate notices of copyright, trademark and other intellectual property infringement (“Infringement”) in respect of Fano Content, User Content and other material on callinter\_speech\_analytics (“Infringing Material”) and take appropriate action. If you believe that your work has been used or copied in a way that constitutes Infringement and such Infringement is occurring on callinter\_speech\_analytics , please notify Fano in writing immediately in the form and containing the information prescribed by applicable law (“Infringement Notice”). All Infringement Notices shall be sent to Fano addressed as follows: Units 708-709, 7/F, Building 12W, Phase Three, Hong Kong Science Park, Shatin, Hong Kong.

Where Fano removes any Infringing Material in response to your Infringement Notice, you agree not to exercise and you hereby waive, any right of action against Fano under applicable law which you may have in respect of any Infringing Material appearing on callinter\_speech\_analytics prior to such removal by Fano. You acknowledge and agree that Fano has no control and cannot undertake responsibility or liability in respect of Infringing Material appearing on callinter\_speech\_analytics or other third party sites.

**17. Governing Law and Dispute Resolution:** This Agreement is established, entered into force, and shall be enforced and interpreted under the laws of Hong Kong Special Administrative Region of People’s Republic of China, without regard to its conflict of law provisions. Any disputes arising hereunder shall also be resolved in accordance with the laws of this jurisdiction. **You agree to submit any dispute between you and Fano to the exclusive jurisdiction of Hong Kong. If any provision of this Agreement is held to be invalid or unenforceable for whatever reason, the remaining provisions shall remain in full force and effect and bind upon you and Fano.**

#### **18. Inherent Risks.**

**Inherent Risks.** You accept and acknowledge that there are inherent risks associated with utilizing an Internet-based service including, but not limited to, the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, data loss, and the risk that third parties may obtain unauthorized access to your User Content or Account.

**Acceptance of Risks.** You understand and agree that you have fully considered the risk of data provided and transmitted through the Internet to callinter\_speech\_analytics ’s servers and are willing to take the risk. You hereby confirm that you will undertake and accept the consequences of any data loss. Fano will assume no responsibility for any data loss that is not solely caused by Fano.

#### **19. Specific Terms for Users in the European Union.**

The following specific provisions apply to users in the European Union:

(i) In addition to the choice of law made in Section 17, the following shall apply: The statutory provisions limiting the choice of law remain unaffected. In particular, within the territorial scope of Article 6(2) of European Union Regulation (EC) No. 593/2008 (so-called "Rome I Regulation") the following applies: If the law of the country where you, as a consumer, at the time of conclusion of the contract have your habitual residence (hereinafter "right of residence") contains provisions for your protection which may not be deviated from by agreement under the right of residence, the (more favorable) provisions of the right of residence apply to you. Therefore, you enjoy the protection of the mandatory provisions of the right of residence despite the choice of law pursuant to Section 17.

## **Model instructions on withdrawal**

### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Fano Labs Limited, Units 708-709, 7/F, Building 12W, Phase Three, Hong Kong Science Park, Shatin, Hong Kong, telephone number +852 3543 1189, e-mail: [legal.team@fano.ai](mailto:legal.team@fano.ai)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

### **Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

– Fano Labs Limited, Units 708-709, 7/F, Building 12W, Phase Three, Hong Kong Science Park, Shatin, Hong Kong, telephone number: +852 3543 1189, e-mail: [legal.team@fano.ai](mailto:legal.team@fano.ai)

– I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods /for the provision of the following service ,

– Ordered on /received on ,

– Name of consumer(s),

– Address of consumer(s),

– Signature of consumer(s) (only if this form is notified on paper),

– Date