

Terms of Use

Last updated on: May 21, 2021

Contact information

Rolo Secure Chat is provided by: Rolo Innovation Inc. of 306 Victoria house, Victoria house, Mahe, Seychelles (Company registration number: 209498)

For general questions & support requests, please email: help@rolo.chat

To reach our Data Protection Officer (DPO), please email Noe Charmet: privacy@rolo.chat

Introduction

The company that makes Rolo Secure Chat, together with its subsidiaries, holding company, subsidiaries of its holding company, and distributors (collectively called “Rolo Innovation”, “our,” “we,” or “us”) provides messaging, Internet calling, and other services to users and businesses around the world.

By installing, accessing, or using our apps, services, features, software, or website (together, “Services”) you agree to our Terms of Use (“Terms”), so please read our Terms in full to be aware of what we provide, your legal rights, as well as the limitations or restrictions of those Services and your rights.

Our Terms and Policies are organized below certain headings for easy navigation of this document by the reader. These headings should only be used for navigation. The entirety of this document and any other referenced documents need to be read for a complete understanding of our Terms and Policies before agreeing to them.

The following documents also should be read and understood before agreeing to these Terms, as they may impact your usage of our Services:

- [Privacy Policy](#)
- [Cookie Policy](#)

Although the contractual relationship for the Terms relating to Rolo is entered solely into by Rolo Innovation and yourself, you acknowledge and agree that, where Rolo has been provided to you via the Apple App Store, Apple may enforce these Terms as a third-party beneficiary.

Definitions

"Rolo" refers to all of our Services and products including, but not limited to:

- applications for mobile, tablet, computer, web browser and other smart device systems;
- the Rolo.Chat website, including its subdomains and any other website through which we make our Service available;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation; and
- the Services provided by your access or usage of any of the above.

The term "User" is used throughout this document to refer to you and your usage of Rolo. If you are paying for your use of Rolo, we may additionally refer to you as a "Customer". Some of our Terms may only apply to Customers or those users who do not qualify as Customers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.

Other definitions:

- User Account: The "User Account" is the unique login details and information that a User uses to access the Services. These User Accounts may "belong to" or be "owned by" an Organization as defined below.
- Organization: An "Organization" is any number of Users that participate in society as a group, including but not restricted to a registered company, charitable body, industry organization, government department, or any team, family, or group of individuals.
- Administrator: An "Administrator" is a User that has been given or claimed the ability to change certain settings for one or more specific Organizations, as well as some of the settings for Users that are assigned to those Organizations, as well as their respective User Accounts.
- Customer: A "Customer" is the User that signs contracts and other legal agreements on behalf of an Organization and is also responsible for paying the ongoing subscription fees for an Organization and the User Accounts that belong to it.
- Tier: A "Tier" is the price a User Account or Organization is charged for their access to Rolo's Services.
- Subscriptions: A "Subscription" is the recurring payment a User Account or Organization owes to us for the use of our Services.
- Order Forms: An "Order Form" is the digital or paper request submitted by a User or Customer to create Subscriptions to our Services for one or more User Accounts.
- Conversation: A "Conversation" is any form of communication or data sharing by one or more parties through our Services, no matter the format of the data or communication.
- Communicated Data or Communication Data: "Communicated Data" or "Communication Data" is data shared within a Conversation, including (but not limited to) any words, messages, information, images, videos, audio, media, or any other files, documents or data regardless of format.

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- User Data: "User Data" is any data or information about a User Account, including (but not limited to) the personal details of the User that has been registered to use a User Account and any information regarding their usage of our Services, including but not limited to their frequency of access to our Services, the types of devices used to access our Services, the locations from which our Services are accessed and which other User Accounts they are connected to.
- Organization Data: "Organization Data" is any data or information about an Organization, including (but not limited to) the registered company details, contact details, payment information, and any information regarding the usage of our Services by its User Accounts, such as which User Accounts are part of the Organization, and which other Organizations you may be connected to.

The entirety of these Terms and any documents linked to by these Terms are collectively considered a legal contract ("Contract"). To continue using our Services, every User has to either:

- Agree directly to this Contract; or
- Agree that the Customer of the Organization that their User Account belongs to can agree to these terms on their behalf.

General terms of use

Unless otherwise specified, the terms of use detailed in this document apply generally when using Rolo. Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Rolo, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognized as adult by applicable law;
- Users aren't located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist-supporting" country;
- Users aren't listed on any U.S. Government list of prohibited or restricted parties;

Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.

Governing language of our terms

Our Terms are written in English. Any translated version is provided solely for your convenience. To the extent that any translated version of our Terms conflicts with the English version, the English version controls and remains the correct and most up-to-date version of these Terms. If our Terms are not available in the language you choose for our website or apps, we will provide you with the English version, and it is your responsibility to accurately translate and understand our Terms before you choose to accept them.

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Singular and plural terminology and definitions throughout our Terms are used interchangeably, and should not be construed as a fixed quantity unless clearly defined as such, e.g. "One (1) Item."

Entire agreement

Unless a mutually executed agreement between you and us states otherwise, our Terms make up the entire agreement between you and us regarding Rolo Innovation and our Services and supersede any prior agreements.

We may ask you to agree to additional terms for certain Services in the future, which will govern to the extent there is a conflict between our Terms and such additional terms.

Any amendment to or waiver of our Terms requires our express consent.

Amendments and updates to Terms

We may amend or update these Terms. We will provide you with notice of amendments to our Terms, as appropriate, and update the "Last Modified" date of our Terms. Your continued use of our Services confirms your acceptance of our Terms as amended. If you do not agree to our Terms as amended, you must stop using our Services. Please review our Terms from time to time.

These Terms form part of a binding "Contract"

These Terms (or, if applicable, your written agreement with us) and any Order Form(s) (defined below) together form a binding "Contract" between you and us. By accepting these terms, you are legally accepting the responsibility that you have read and understood all of these terms.

User Terms

The following Terms explain how Users should access and use our Services, whether or not they have a User Account that belongs to an Organization. If your User Account belongs to an Organization, it is also important that you also read and understand our Organization terms.

No access to emergency services

There are important differences between Rolo and your mobile and fixed-line telephone and SMS services. Our Services do not provide access to emergency services or emergency services providers, including the police, fire departments, or hospitals, or otherwise connect to public safety answering points. Even if such organizations are using Rolo, you should not rely on Rolo for contacting such organizations in the event of an emergency. You should contact your relevant emergency services providers through a mobile, fixed-line telephone, or other supported services.

YOUR USER ACCOUNT MAY BE OWNED BY AN ORGANIZATION AND SOME OF YOUR RIGHTS MAY BE DELEGATED TO THE CUSTOMER OR ADMINISTRATORS OF THAT ORGANIZATION

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If you were invited to join an Organization by a Customer or Administrator or otherwise given access to a User Account that belongs to an Organization by a Customer or Administrator, that Customer or Administrator is the owner of your User Account and you may be delegating some of your rights to that Customer or Administrator.

WHEN YOU SIGN UP USING A CORPORATE EMAIL DOMAIN, YOU MAY AUTOMATICALLY BECOME PART OF AN ORGANIZATION OR MAY HAVE YOUR ROLE WITHIN AN ORGANIZATION CHANGED

If you signed up for a User Account using your corporate email domain (or the email address belonging to a company, charitable organization, or government entity), your User Account may be automatically assigned to an Organization within our Services, with that Organization automatically being considered to be the Customer that owns your User Account. As the Customer, they have the right to modify and re-assign roles or access to the Organization through our Services, including the roles and access of your User Account, and otherwise exercise its rights under the Contract and Organization Terms. If the Customer elects to replace you as the representative with ultimate authority for the Organization within our Services, we will provide you with notice following such election and you agree to take any actions reasonably requested by us or the Customer to facilitate the transfer of authority to the new representative of the Customer.

The relationship between Users, Customers and us

IF YOUR USER ACCOUNT BELONGS TO AN ORGANIZATION, YOU AGREE THAT IT IS SOLELY THE RESPONSIBILITY OF THAT ORGANIZATION'S CUSTOMER OR ADMINISTRATOR TO:

- INFORM YOU OF ANY POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF YOUR DATA;
- OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENT FROM YOU THAT ARE NECESSARY FOR THE LAWFUL USE OF YOUR DATA AND THE OPERATION OF THE SERVICES;
- ENSURE THAT THE TRANSFER AND PROCESSING OF YOUR DATA UNDER THE CONTRACT IS LAWFUL; AND
- RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY OTHER USERS OF USER ACCOUNTS BELONGING TO THAT ORGANIZATION RELATING TO OR BASED ON YOUR DATA, THE SERVICES, OR CUSTOMER'S FAILURE TO FULFILL THESE OBLIGATIONS.

ROLO INNOVATION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

What being part of an organization means for you

When creating the Organization your User Account belongs to, the Customer has separately agreed to our Terms or entered into another written agreement with us (in either case, the "Contract"). The Contract contains our commitment to deliver the Services to the Customer, who

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may then invite Users such as yourself to join its Organization(s). When a User uses a User Account belonging to an Organization, you acknowledge and agree that the User Data and Communicated Data are owned by the Customer and the Contract provides Customer with many choices and control over that data. For example, Customer may provision or de-provision your User Account's access to the Services, enable or disable third-party integrations, manage permissions, retention and export settings, transfer or assign Organizations and conversations, or consolidate your Organization or conversations with other Organizations or conversations, and these choices and instructions may result in changes to the access, use, disclosure, modification or deletion of certain or all of your User Data or Communicated Data.

Application of consumer law

Our Services are a workplace tool intended for use by businesses and Organizations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. However, if any consumer laws do apply to you and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights, or remedies you have, and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to Customer of pre-paid fees for your subscription covering the remainder of the term of your Subscription.

Account registration

To access part or all of our Services, you may be required to register for a User Account. When registering for a User Account you must use complete and truthful information, provide your current email address and/or mobile phone number, and, if any of these details change from time to time, update your User Account details using the in-app features provided by our Services. Failure to do so will result in the unavailability of our Services to you. You are responsible for keeping your login credentials confidential and safe. You agree to receive any emails, text messages, and phone calls (from us or our third-party providers) with codes to register for our Services. Your User Account must be registered using the tools provided by our Services and must not be registered using bots or any other automated methods. Your User Account may not be shared with other persons.

Account termination

Users can terminate their User Account and stop using the Service at any time by using the tools provided for account termination on Rolo. Rolo Innovation allows anyone in any country to apply for the "Right to be forgotten", also commonly known as "Right of withdrawal" or "Right of cancellation".

Account suspension and deletion

Rolo Innovation reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive, or in violation of these Terms. The suspension or deletion of User accounts shall not entitle Users to any claims for

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compensation, damages, or reimbursement. The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

We reserve the right to change your username or other information

If we discover that your name, username, or other information within our Services does not accurately represent who you are, or if it infringes upon the trademark or rights of another Organization, User, or brand (whether or not they currently use our Services), is considered offensive or otherwise misleads Users of our Services, we reserve the right to change any of those details, and also to prevent future edits to those fields or information within our Services.

Using our services in conjunction with third-party websites, apps, and content

Through our Services, you may be able to connect with third-party websites, apps, and content (collectively "Third-party Services"). The purposes of such connections include (but are not limited to):

- Registration of a User Account for accessing our Services;
- Logging into your User Account to access our Services;
- Sharing files from, or saving files to your Conversations that are stored within our Services;
- Opening, viewing, or otherwise executing certain types of files or content that you may have received or sent via our Services; or
- Backing up your Communicated Data outside of our Services.

Please note that if you choose to use Third-party Services, their own terms and privacy policies will govern your use of those services. Furthermore, your security and the privacy, confidentiality, and encryption of your Communicated Data may be compromised by interacting with Third-party Services. Clicking on links that open Third-Party Services may expose your User Account, devices, or software to malware and other viruses. We are not legally responsible or financially liable for any direct or indirect consequences or damages to you for your use of Third-party Services in conjunction with our Services. Through Rolo, Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Minimum age

You must be at least 21 years old to use our Services.

Minimum hardware and software requirements

You must provide certain hardware devices, software, and data connections to use our Services, which we otherwise do not supply. For as long as you use our Services, you consent to download and install updates to our Services, including automatically. If the newest versions

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of our Services no longer support your hardware devices or software, it is your responsibility to provide alternatives that do to continue using our Services. We reserve the right to stop offering our Services on certain hardware or software.

Address book or contact list upload and syncing

You may optionally provide us with the names, phone numbers, and/or email addresses (Collectively "Contact Information") of people stored within the address book or contact list of your devices or Third-party Services you use. This Contact Information may be uploaded to our Services on a manual or an automatic basis to make it easier for you to connect with your existing contacts within our Services or otherwise make each other aware that you are available to connect within our Services. You confirm you are authorized to provide us with such Contact Information to allow us to provide these Services. **WE WILL NEVER USE THIS CONTACT INFORMATION TO EMAIL, SMS, OR CALL ANY PEOPLE WITHOUT YOUR PERMISSION.**

Legal and acceptable use of our services

You must access and use our Services only for legal, authorized, and acceptable purposes. You are solely responsible for making sure that your use of our Services does not violate any applicable laws, regulations, or third-party rights.

You will not use (or assist others in using) our Services in ways that:

1. violate, misappropriate, or infringe the rights of Rolo Innovation, our Services, our Users, or others, including privacy, publicity, intellectual property, or other proprietary rights;
2. are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially, or ethnically offensive, or instigate or encourage conduct that would be illegal, or otherwise inappropriate, including promoting violence;
3. promote activity that may endanger your life or the life of any other User or lead to any User's physical harm. This includes but is not limited to suicide threats or instigations, intentional physical trauma, the use of illegal drugs, or excessive drinking. Under no circumstance is any User allowed to share any content promoting and/or encouraging and/or showing any self-destructive or violent behavior using our Services;
4. involve publishing falsehoods, misrepresentations, or misleading statements;
5. impersonate an individual or an organization you are not authorized to represent;
6. involve sending illegal or impermissible communications such as bulk messaging (spamming), auto-messaging, auto-dialing, and the like;
7. install, embed, upload or otherwise incorporate any malware into or via our Services;
8. probe, scan, or test our Services or their authentication measures for any vulnerabilities, including any third-party applications, services or networks connected to our Services;
9. attempt to disrupt or tamper with the technical infrastructure in a manner that harms or places an undue burden on our Services; or
10. automate any use of our Services unless otherwise authorized by us.

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Do no harm

You must not (or assist others to) access, use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sublicense, transfer, display, perform, or otherwise exploit our Services in impermissible or unauthorized manners, or ways that burden, impair, or harm us, our Services, systems, our users, or others, including that you must not directly or through automated means:

1. reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Services;
2. send, store, or transmit viruses or other harmful computer code through or onto our Services;
3. gain or attempt to gain unauthorized access to our Services or systems;
4. interfere with or disrupt the integrity or performance of our Services;
5. create accounts for our Services through unauthorized or automated means;
6. collect the information of or about our users in any impermissible or unauthorized manner;
7. sell, resell, rent, or charge for our Services without our written authorization; or
8. distribute or make our Services available over a network where they could be used by multiple devices at the same time beyond our officially authorized methods of doing so.

Do not use our services in any countries or territories where it may be illegal to do so

Some countries and territories do not permit the use of end-to-end encrypted tools like our Services. Our Services are not intended for distribution to or use in any country where such distribution or use would violate local law or would subject us to any regulations in another country. We reserve the right to limit our Services in any country. You are legally responsible for your use of our Services in such countries.

You must obey export laws

You will comply with all applicable U.S. and non-U.S. export control and trade sanctions laws ("Export Laws"). You will not, directly or indirectly, export, re-export, provide, or otherwise transfer our Services:

1. to any individual, entity, or country prohibited by Export Laws;
2. to anyone on U.S. or non-U.S. government restricted parties lists; or
3. for any purpose prohibited by Export Laws, including nuclear, chemical, or biological weapons, or missile technology applications without the required government authorizations.

You will not use or download our Services: if you are located in a restricted country; if you are currently listed on any U.S. or non-U.S. restricted parties list; or for any purpose prohibited by Export Laws; and you will not disguise your location through IP proxying or other methods.

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Content provided by Users

We allow Users to upload, share or provide their content to Rolo. By providing content to Rolo, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

Liability for provided content

Users are solely liable for any content they upload, post, share, or provide through Rolo. Users acknowledge and accept that Rolo Innovation does not filter or moderate such content.

However, Rolo Innovation reserves the right to remove, delete, block or rectify such content at its discretion and to, without prior notice, deny the uploading User access to Rolo:

- if any complaint based on such content is received;
- if a notice of infringement of intellectual property rights is received;
- upon order of a public authority; or
- where Rolo Innovation is made aware that the content while being accessible via Rolo, may represent a risk for Users, third parties, and/or the availability of the Service.

The removal, deletion, blocking, or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages, or reimbursement.

Users agree to hold Rolo Innovation harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through Rolo.

Access to provided content

Content that Users provide to Rolo is made available according to the criteria outlined within this section.

Content meant for public availability shall be automatically made public on Rolo upon upload or, at the sole discretion of Rolo Innovation, at a later stage. Any personal data, identifier, or any other information that Users upload in connection with such content (such as a User ID, profile photo or name, etc.) shall also appear in connection with the published content.

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by Rolo Innovation without the User's explicit consent.

Content meant to be made available to specific audiences may only be shared with such third parties as determined by Users. Any personal data, identifier, or any other information Users upload in connection with such content (such as a User ID, profile photo or name, etc.) shall also appear in connection with the content. Users may (and are encouraged to) check on Rolo to find details of who can access the content they provided.

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You agree to our privacy policy

Rolo Innovation cares about your privacy. Our [Privacy Policy](#) describes our information practices, including the types of information we receive and collect from you and how we use and share this information. You agree to our data practices, including the collection, use, processing, and sharing of your information as described in our [Privacy Policy](#), as well as the transfer and processing of your information in countries where we have or use facilities, service providers, or partners, regardless of where you use our Services. You acknowledge that the laws, regulations, and standards of the country in which your information is stored or processed may be different from those of your own country. Please read our [Privacy Policy](#) to understand more about this.

We take security and confidentiality seriously

Rolo Innovation considers security to be of the utmost importance, and the protection and confidentiality of your Communicated Data is our number one priority. We will maintain administrative, physical, and technical safeguards that include measures for preventing unauthorized access, use, modification, deletion, and disclosure of Communication Data, User Data, and Organization Data (Collectively "Customer Data") by our personnel.

Before sharing any Customer Data with any Third-party Services, we will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. The User (not us) bears sole responsibility for adequate security, protection, and backup of Customer Data when in the possession or control of the Customer, its representatives, or agents. We are not responsible for the actions taken by Customers or Administrators of the Organization that your User Account belongs to. Any actions taken by those Customers or Administrators that change or delete the Customer Data of your User Account are the responsibility of that Organization's Customer or Administrator respectively.

Keeping your account secure

You are required to choose a password that meets Rolo's minimum requirements to access our Services. You are responsible for keeping your devices and the details of your User Account for our Services safe and secure, and you must notify us promptly of any unauthorized use or security breach of your User Account or our Services. User Accounts are only designed to be accessed by one (1) User, so you should never share your User Account sign-in details with anyone else.

Availability

We understand that you rely on our Services to work. We're committed to making our Services highly available and reliable. Our infrastructure runs on fault-tolerant systems, for failures of individual servers or even entire data centers. Our operations team tests disaster-recovery measures regularly and work hard to quickly resolve unexpected incidents. Our Services may

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be interrupted, including for maintenance, repairs, upgrades, or network or equipment failures. We may discontinue some or all of our Services, including certain features and the support for certain devices, platforms, and Third-party Services, at any time. Events beyond our control may affect our Services, such as events in nature and other "force majeure" events. However, you cannot hold us liable for any loss of business or any other costs you may incur as a result of our Services not being available. If our Services are unavailable for 24 hours or longer through a fault of our own doing, and you are a Customer on one of our paid Tiers, we will credit you with a pro-rated extension for each User Account on that same paid Tier.

Disaster recovery

Customer Data excluding Communication Data is stored redundantly at multiple locations in data centers maintained by our hosting providers. We have well-tested backup and restoration procedures, which allow recovery from a major disaster. Customer Data and our source code are automatically backed up nightly. The Operations team is alerted in case of a failure with this system. However, you are still responsible to maintain your own backups of any important files or conversations that may have been stored or shared via our Services. We will not be held liable for any loss of business or any other costs you may incur as a result of our failure to fully recover your data in the event of our backup procedures failing to restore it.

You are responsible for your conversation passcodes

As part of our Service's measures to secure your conversations with other Users, we may provide you with the ability to set the "Conversation Passcode" for your User Account. ROLO INNOVATION HAS ZERO KNOWLEDGE OF OR ACCESS TO THESE CONVERSATION PASSCODES ONCE SET BY YOU. YOU OR YOUR ORGANIZATION'S ADMINISTRATORS MUST TAKE RESPONSIBILITY FOR REMEMBERING OR OTHERWISE RECORDING YOUR CONVERSATION PASSCODES. ROLO INNOVATION HAS NO ABILITY TO RECOVER YOUR CONVERSATION PASSCODES IF YOU CANNOT REMEMBER THEM. CHANGING YOUR CONVERSATION PASSCODES MAY REMOVE YOUR ACCESS TO ANY CONVERSATIONS THAT YOU STARTED WITH A DIFFERENT PASSCODE.

Contract term

As further described below, a free Subscription continues until terminated, while a paid Subscription has a term that may expire or be terminated. The Contract remains effective until all Subscriptions ordered by you have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all Subscriptions and all Order Forms.

Payment

When paying for your Subscription to our Services, you should use a payment method you are authorized to use. When you move from a free to a paid Subscription, your payment method will be immediately charged the full amount due in line with the contract term on the Order Form. When you upgrade your Tier, you will be immediately charged the prorated new Subscription fee, and your billing cycle will stay the same as the one you had when you were on a lower Tier.

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If you downgrade your paid Tier, you will continue on the higher Tier until the end of your current billing cycle.

Auto-renewal

Unless an Order Form says something different:

1. all Subscriptions automatically renew (without the need to go through our Services' interface to execute a renewal Order Form) for additional periods equal to one (1) year or the same duration as agreed in the Order Form; and
2. the per-unit pricing during any automatic renewal term will remain the same as it was during the immediately prior term. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a Subscription term to stop the Subscriptions from automatically renewing.

We own our Services, their design, and underlying code

We own and will continue to own our Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant Users a non-sublicensable, non-transferable, non-exclusive, limited license for the Users and the Authorized Users associated with their Organizations to use the object code version of these components, but solely as necessary to use the Services and per the Contract and all these Terms. All of our rights not expressly granted by this license are hereby retained.

Our Services are provided "As is"

YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO THE FOLLOWING DISCLAIMERS. WE ARE PROVIDING OUR SERVICES ON AN "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS OR OTHER HARMFUL CODE. WE DO NOT WARRANT THAT ANY INFORMATION PROVIDED BY US IS ACCURATE, COMPLETE, OR USEFUL, THAT OUR SERVICES WILL BE OPERATIONAL, ERROR-FREE, SECURE, OR SAFE, OR THAT OUR SERVICES WILL FUNCTION WITHOUT DISRUPTIONS, DELAYS, OR IMPERFECTIONS. WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR CONTROLLING HOW OR WHEN OUR USERS USE OUR SERVICES OR THE FEATURES, SERVICES, AND INTERFACES OUR SERVICES PROVIDE. WE ARE NOT RESPONSIBLE FOR AND ARE NOT OBLIGATED TO CONTROL THE ACTIONS OR INFORMATION (INCLUDING CONTENT) OF OUR USERS OR OTHER THIRD PARTIES. YOU RELEASE US, OUR SUBSIDIARIES, AFFILIATES, DISTRIBUTORS AND OUR AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, PARTNERS, AND AGENTS (TOGETHER, THE "ROLO PARTIES") FROM ANY CLAIM, COMPLAINT, CAUSE OF ACTION, CONTROVERSY, OR DISPUTE (TOGETHER, "CLAIM") AND DAMAGES, KNOWN AND UNKNOWN, RELATING TO, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH ANY SUCH CLAIM YOU HAVE AGAINST ANY THIRD PARTIES.

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Termination for cause

Rolo Innovation or the Customer may terminate this Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) days after the non-breaching party provides notice of the breach. Customer is responsible for User Accounts belonging to its Organizations, including for any breaches of this Contract caused by Users of those User Accounts. Rolo Innovation may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Users in violation of applicable law.

Termination without cause

The Customer may terminate their free Subscriptions immediately without cause. We may also terminate the Customer's free Subscriptions without cause, but we will provide the Customer with thirty (30) days prior written notice.

Effect of termination

Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all Subscriptions after the effective date of termination. Upon any termination for cause by us, the Customer will pay any unpaid fees covering the remainder of the term of those subscriptions after the effective date of termination. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period before the effective date of termination.

Data portability and deletion

We are custodians of Communication Data. During the term when a User Account is active, Users are permitted to export or share certain Data of theirs from the Services; provided, however, that because we have different Subscription Tiers with varying features and retention options, Customer acknowledges and agrees that the ability to export or share Customer Data may be limited or unavailable depending on the type of Services Tier in effect on their User Account and that if their User Account belongs to an Organization, that Organization's Administrator may have disabled their ability to export data. Following termination or expiration of a User Account's Subscriptions, we will have no obligation to maintain or provide any Communication Data and may thereafter, unless legally prohibited, delete all Communication Data in our systems or otherwise in our possession or under our control. Customer acknowledges that copies of this Communicated Data may still reside with participants of the Conversations they were involved in or with the Organization their User Account belonged to. Please review our Privacy Policy for more information on how User Accounts can initiate the deletion of their Data.

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Force majeure

Neither us nor Customer will be liable because of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

Waiver

No failure or delay by either party in exercising any right under this Contract will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.

Governing law

Any disputes ("Disputes"), which might arise between us and you, without regard to conflict of law provisions, will be judged by the laws of Taiwan (R.O.C.).

You agree to binding arbitration

You agree to waive the right to a trial by judge or jury for all Disputes. Rolo Innovation and you agree that all Disputes (except for those defined as Excluded Disputes below), including those relating to, arising out of, or in any way in connection with your rights of privacy and publicity, will be resolved through final and binding arbitration.

"Excluded Disputes" means any Dispute relating to the enforcement or infringement of our intellectual property rights (such as copyrights, trademarks, domains, logos, trade dress, trade secrets, and patents). For clarity and notwithstanding the foregoing, those Disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

The arbitration will be administered by the Chinese Arbitration Association, Taipei ("CAA") under CAA International Arbitration Centre's "CAAI Arbitration Rules". The arbitration will be presided over by a single arbitrator selected by the CAAI Arbitration Rules. The CAAI Arbitration Rules, information regarding initiating a Dispute, and a description of the arbitration process are available at en.arbitration.org.tw. The arbitrator will decide whether a Dispute can be arbitrated. The location of the arbitration and the allocation of fees and costs for such arbitration shall be determined by the CAAI Arbitration Rules.

Survival of certain terms

The sections titled "The Relationship Between Users, Customer, and Us," "Waiver," "Governing Law," and "You Agree to Binding Arbitration" will survive any termination or expiration of these Terms.

Terms of Use

We welcome your feedback

The more suggestions our Users make, the better our Services become. If you send us any feedback or suggestions regarding our Services, there is a chance we will use it, and so you grant us (and all Users of our Services) an unlimited, irrevocable, perpetual, sub-licensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to you or anyone else. If we choose not to implement the suggestion, please don't take it personally. We appreciate your input nonetheless.

Contacting us

If you have any questions about our Terms, you may contact us at help@rolo.chat.