

# TERMS AND CONDITIONS

We advise that you carefully read these terms and conditions before you access or use our app. The following terms govern the use of the 3Way app, and the content and services available on or through the app. The app is owned and operated by Made By Ayman, LLC, and we offer its use conditional to your acceptance of all of the terms and conditions herein contained.

If you do not agree with any or all the conditions of this agreement, please desist from using this app.

We may review/revise these terms and conditions at any time we deem fit and without prior notice to you. We will take your use of the 3Way app after any such change as your continued agreement to be bound by the terms as changed. We will indicate last date updated at the top of this page every time we revise/review our terms.

## OUR SERVICE OFFERING

We offer the app as a platform for users to anonymously connect two people in a phone call. For example, users may initiate a phone call with their best friend and his ex or to connect two competing pizza shops, and are able to listen to the recorded conversation after the phone call is over. Users have the choice of telling the recipient of the calls afterwards or may choose not to.

## PERSONAL USE ONLY

We provide the 3Way service for personal entertainment purposes only. This means that you are only allowed to use the service in a personal and noncommercial manner.

## AGE 18 AND ABOVE

The 3Way app is intended for persons who have attained the legal age of 18 and are able to form and enter into legally binding contracts according to the law of the United States.

## REGISTRATION AND ACCOUNT INFORMATION

While visitors are welcome to browse through our app, you may be asked to fill a form to be able to gain access to some parts of our app and to use our prank calling service. This may require that you supply personal information such as your name, country of residence, email address, phone number, and other information that we may require. This is optional. Alternatively, you can log in to the service with your Apple ID.

You hereby represent that the information you provide on 3Way at any given time is truthful, comprehensive, and not misleading. We may refuse you service if the information provided is found to be false, incorrect, or deliberately misleading.

Once registered, you will have access to an active personal 3Way user account and are expected to keep your account information secure. All activities connected with your account are your sole responsibility, and you hereby agree to maintain the safety and confidentiality of your account details at all times.

You may only register and use one 3Way account and must notify us immediately if you believe a third party has accessed your account without authorization.

### **LICENSE/ACCEPTABLE USE**

We grant all eligible users a limited, revocable, nonexclusive, nonassignable, nonsub-licensable license to access and use the app in compliance with these terms and conditions.

### **PAYMENT OF PURCHASED SERVICES**

We make most of the 3Way's features and/or service available to users for free, but we do not guarantee that all segments of such features and/or services will always be so available for free. This means that we may occasionally request you to purchase or undertake certain activities in order to continue to access that portion of 3Way's services.

Anytime you make any purchase through 3Way, you represent that you will pay all applicable fees for those purchases, in accordance with the specific terms for that service/features purchase.

### **ALL PRICES ARE STATED IN U.S. DOLLARS.**

You also accept that we do not give refunds for any service paid for, whether the request for refund is made on the premises of dissatisfaction, lack of usage, as well as for the discontinuation of any 3Way's service or functionality or not.

### **RECORDING OF CONVERSATIONS**

You accept that 3Way may record the telephone calls placed through it. According to the applicable international, national, state, and local laws or regulation in force in certain jurisdictions, telephone conversations can be recorded if one party to the conversation agrees to the recording.

In some jurisdictions, however, the law does not allow telephone conversations to be recorded except all parties to the call are aware of and consent to the recording. You therefore represent and warrant that you consent to the recording of any telephone calls that you initiate through 3Way and that you do this in compliance with the laws applicable to the recording of the telephone conversations where you and your call recipients are located.

## PROHIBITED USES OF 3WAY

The prohibited uses of 3Way include:

Using 3Way to call health care facilities, government agencies, emergency lines, law enforcement, schools, numbers of radio common carrier services;

Using 3Way to call any service for which the called party is responsible for the call fees, except the call is made with the prior consent of the called party;

Transmitting or attempting to transmit any worms or viruses or other codes of a destructive nature through our network, and/or sending any junk email to other users;

Using the service for any illegal or unauthorized purpose, and/or violating or attempting to disrupt the security of the app;

Violating any laws in your jurisdiction in the course of your use of this app and/or acting in a way that infringes or violates other people's rights;

Using the app to spread content that encourages racist and/or criminal offences, and/or using the service to promote other apps, services or businesses;

Evading or attempting to circumvent any security measures on the app and/or reverse engineering any aspect of the app so as to access source codes, algorithms, or underlying ideas;

Acting in a manner that imposes an unreasonable load on our infrastructure, or on our third-party providers and/or interfering with any other person's use of the app;

Posting or uploading any information whose Intellectual Property Rights belong to a third party; posting or uploading any material, which in our opinion is racist, sexually explicit, threatening, abusive, libellous or obscene, or sexually suggestive; and/or posting or uploading any information, representations or other material, which in our opinion is capable of offending other users' beliefs, be this political or religious;

We will immediately terminate your access to our app if you are found to be in breach or violation of any of these terms.

## INTELLECTUAL PROPERTY

Except otherwise stated, all materials, including pictures, graphics, designs, icons, video clips, written materials and every other material found on this app are copyrighted, trademarked, controlled or licensed by Made By Ayman, LLC, one of its affiliates or by third parties who have licensed their materials to Made By Ayman, LLC. All said materials are protected by the laws of the United States and international copyright laws.

3Way, our app, logos, page headers, button icons, scripts, and service names included in or made available through 3Way are trademarks or trade dress of Made By Ayman, LLC in the U.S. and other countries.

## **CONTENT SUBMISSION**

We may occasionally allow users to submit and share comments, feedback, submissions, suggestions, questions, reviews, and other content on the app. When you upload any content to our app, you automatically grant, or warrant that the owner of such content has clearly granted Made By Ayman, LLC, a royalty-free, continuous, irreversible, unlimited, universal, nonexclusive license to use, replicate, create derivative works from, adapt, issue, edit, convert, distribute, perform, and display the content material in any media or medium, or any form or manner now known or hereafter developed.

Under no circumstance should you submit any content to us that you do not wish to license to us. We are under no obligation to maintain the confidentiality of any content, to respond to any user content, or to pay compensation for the use of any content.

Do not submit content that; is incorrect, erroneous, or misleading; that infringes on the rights of others, including patents, copyrights, trademarks, trade secrets, publicity or privacy rights, and/or that breaches any local, state, federal, or international laws.

You are solely responsible for any content you submit, and you agree to indemnify Made By Ayman, LLC, and its affiliates for all claims resulting from any content you submit.

## **WARRANTY AND LIABILITY**

3way is provided by Made By Ayman, LLC "as is and as available," without warranty of any kind.

To the maximum extent permitted by relevant laws, we disclaim all warranties of all types, including without limitation, the indirect warranties of suitability, non-infringement, fitness for a particular purpose, and merchantability.

You may under no circumstances assume that our provided service will be safe for you to use; will meet your requirements and expectations; that we will continue to provide the service without interruptions; that it will always be available for your use; that it will error-free; and/or that we will correct any error when/if we discover them.

We do not warrant that the identity, telephone number, as well as other personal information for the initiating caller will always remain anonymous from the intended recipients.

We (even if we have been informed of the likelihood of such damages) will not be answerable for any damages or hurts that you experience whether these are direct, indirect, supplementary, special, consequential or exemplary and whether they are damages for loss of profits, data, use, goodwill, business or other losses connected from the use of or the inability/failure to use the service.

Our total aggregate liability in connection with any user's access to and use of the services and inability to access or use the app shall be limited to the fees paid by the user under these terms and conditions during the preceding one month period ending on the date the circumstances giving rise to the liability arose.

Where certain pertinent law does not allow this disclaimer of warranties/ limitation of liability that we have set forth above, this disclaimer of warranties and/or limitation of liability will, in this case, not apply to you.

## **INDEMNIFICATION**

To the fullest extent permissible by applicable law, you hereby agree that you will under no circumstances hold Made By Ayman, LLC responsible for any claim of whatever nature (counting litigations, legal proceedings, reparations, costs, special, interest, incidental, resulting or indirect damages, comprising damages for loss of profits and/or loss of business) in connection to your use of the app.

## **INDEPENDENT ENTITIES**

You accept that you, the user, and Made By Ayman, LLC are independent entities of each other and have no partnership, agency, or joint venture relationship with each other.

## **SEVERABILITY OF TERMS**

If a specific provision of this agreement is found by a court of competent jurisdiction to be invalid, specific provisions will be modified to reflect the parties' intention while all remaining provisions of this agreement shall remain in full force and effect.

## **LINKS TO THIRD PARTY RESOURCES**

For the sake of convenience and for convenience's sake only, we may provide links to the resources of other companies and service providers. Users may not take the presence of such links as an endorsement of the content, procedures, products, and/or services, of that third party, except specifically stated. Your access and use of such third party resources is at your own risk.

## DISPUTE RESOLUTION

You hereby agree and accept that all claims and disputes that are in any way connected to your use of or access to the 3Way services as a user will not be resolved in court and resolved only by binding arbitration except where you assert claims in small claims court; or where Made By Ayman, LLC or you seek equitable relief in court for violation or other misappropriation of intellectual property rights

By accepting this arbitration agreement, you agree not to assert class action claims or participate in any case filed against Made By Ayman, LLC, whether already or in the future. You waive all constitutional and statutory rights to sue Made By Ayman, LLC in a local, state, or federal court and to receive a judge or jury trial against Made By Ayman, LLC.

Made By Ayman, LLC may, however, bring a case against you in a local, state, or federal court and may receive a judge or jury trial against you.

## GOVERNING LAW

These terms and conditions are construed in accordance with the laws of the United States and shall be so governed. You hereby agree to defer to the exclusive jurisdiction of its courts.

## TERM AND TERMINATION

The rights and obligations conferred to you as a user of the app shall become effective on the day that you register as a user. To terminate this agreement, you may close your account, discontinue your use of 3Way, or uninstall 3Way from your device.

We may suspend or terminate your account, without notice or liability of any kind if we discover you to have breached this agreement.

Upon the termination of your account, whether by you or by us, you no longer have the right to access or use 3Way. Certain provisions (such as limitation of liability, indemnification, payment, and others) will survive the termination or expiration of these terms.

# PRIVACY POLICY STATEMENT

Please find below our privacy policy statement.

We have organized our services in such a way that the use of users' personal information is kept to the barest minimum necessary, and we only request personal information that is necessary for us to carry out that specific portion of our service.

## CATEGORIES OF PERSONAL INFORMATION COLLECTED

The personal information that we collect from you includes, but might not be limited to;

Personally identifiable information such as your name, physical address, email address, and phone number(s) that you submit through the service. These may be collected at the point of your account registration, while dialing a telephone number, purchasing in-app purchases, or submission of content. You understand that where you choose to provide us with your phone number, we will not store your phone number in our database.

Personally identifiable information of your call recipients, which may include, without limitation, names, email addresses, telephone numbers, contact information.

Credit card/ account information, including payment information or any other information submitted by you.

Records of your communication with us when you request information from us or provide feedback on our services.

Standard information automatically collected and stored in log files by our web server. This may include your IP address, location, transaction, operating system, clickstream data, usage and preference, call and SMS data, device information, server log information, and contacts.

Information about you from third parties (this includes any account through which you log into 3Way, such as Facebook or Google). We may gain access to information such as your public profile information, email address, and other information possessed by those third-parties.

## PURPOSE FOR COLLECTING YOUR PERSONAL INFORMATION

We use your information for the following purposes:

To provide you with the services;

To facilitate any payments that you may make for extra services on the app;

To conduct internal operations such as troubleshooting, testing, data analysis, research, and service improvement;

To conduct direct marketing activities, send you an email, text message or telephone messages, promotional information or offers regarding the services, or any other relevant information as determined by Made By Ayman, LLC subject to your separated and specific consent;

## **RECIPIENTS OF PERSONAL INFORMATION**

Your telecommunications carrier(s), as well as that of any party to the telephone calls initiated through the 3Way services, may have access to your personal information including telephone number and geographic location;

Any Made By Ayman, LLC employee, associate, holding company, or affiliate;  
Third parties who perform services on our behalf, such as companies who analyze our app or usage information, third party processors of payments and credit card transactions, debt collectors, and any other third party that may assist Made By Ayman, LLC in better serving our users;

Judicial or governmental authorities or agencies if we have a good faith belief that the law compels us to do so, or if such disclosure is necessary to detect, prevent and address fraud as well as other illegal activities, or to protect ourselves, you and others persons from death or imminent bodily harm;

## **WAYS WE STORE YOUR INFORMATION**

We store clients' information in either hard copy or electronic form, or both.

## **CORRECTING YOUR PERSONAL INFORMATION**

You have the right to correct and update your personal information in our records if you believe that it is erroneous or if it has been deleted.

## **RESTRICTIONS**

You may also place limitations on the manner in which we process your information. You have all rights to instruct Made By Ayman, LLC, not to use or process your personal information in certain circumstances, i.e., for advertising and marketing purposes.

## **WITHDRAWING YOUR CONSENT**

You have the right to withdraw your agreement, where the processing of your personal information is based on your consent. This is, however, subject to legal or contractual restrictions.

## ACCESSING YOUR INFORMATION

We want to ensure that your information that we hold is always accurate and up to date. Whenever there are any material changes to your personal information, please sign in to your account (if any) and edit your profile to reflect the changes, so that we can update our records.

## SECURITY OF INFORMATION

On our app, we deploy a first-rate security system to protect users' information from unauthorized use. We, however, will not bear responsibility for any unauthorized access or loss of personal information that is clearly beyond our control because there is no full assurance of safety for data transmissions over the internet.

For this reason, we will not be responsible for the loss of personal information or for any unsanctioned access that is beyond our control.

It is our official policy to delete your personal information (by shredding hard copy records and deleting electronic records) once we no longer need or require them to be kept by law.

## CHILDREN'S PRIVACY

Our apps and services are intended for an adult audience and are not directed to children. We will, for this reason, never collect personal information from minors under the age of 18 intentionally, except with parental consent or as permitted by law.

## COOKIES POLICY

We use the cookies technology to administer the app, analyze trends, monitor users' activities around the app, and to gather broad demographic data about our user base as a whole. You may choose to disable cookies and continue to use our app. However, your ability to use some features or areas of our app may be limited.

## STORAGE TIME

You accept that we may store your personal information for commercially reasonable periods of time or as per specific policies. Such details may remain stored in our database for an extended period of time in case of a governmental investigation, a legal request or duty, to investigate possible violations of this agreement, or if we need to exercise or defend a legal claim.

## REVIEWS

We may review and revise this privacy policy as we deem fit, without prior notice and without liability. We will upload such updates on the website so that you are always aware of the type of information collected by us and how we use such information. You are in full agreement with the new/modified privacy policy if you continue to use our website after such changes are published.