

Terms of Service

1. Introduction

These Terms of Service (“Terms”) govern your access and use of Esdiac Global System Inc.’s (“Esdiac”, ”us”, “our”, ”we”) services. On this Website and or through our authorized retailers that provide our consumers with the following services.

- Esdiac’s prepaid calling card telecommunications service that enables consumers to call internationally.
- Esdiac App telecommunication services which enables consumers to make international calls through the App on their mobile devices.

By accessing the website at <https://www.esdiacapp.com> and <https://www.esdiaccallingcard.com> purchasing or using our products and services, you are agreeing that you have carefully read these Terms of use, Privacy Policy (as applicable) (collectively the “agreement”) and you are bound by agreement, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws.

These terms set forth your rights and obligations with respect to your use of the website, the App and the prepaid calling card. If you do not agree with any of these terms contained in these terms of use and terms of agreement, you should not use the Esdiac service.

2. Profile and Personal Information

2.1 Profile Information.

In order to use Esdiac App, you must create a member profile on the App. The member profile entails your name, email address, country of residence, phone number and password,

which you are required to choose, Esdiac may verify the email you provided at the point of registration.

2.2 Personal Information

You agree and confirm that the personal information you provided us at the point of registration shall be true, accurate, up-to-date and complete in all mandatory fields. You agree to accurately and completely update any of your personal information. You agree that we may verify all information that you provide. If any information that you provided proves to be inaccurate and incomplete, Esdiac reserves the right to suspend or terminate your Services.

2.3 Personal Data You Provide

To use the service, you may provide information such as your name, email address, country you reside in and phone number. You may also provide us with your shipping information when you want to fund your account through the App. You may provide us with information in relation with your user experience of our Services and how to reach you for customer support. We recommend that you choose a string password that is hard to guess and keep it safe. You are responsible for keeping your password safe and do not responds to unsolicited request to provide your credit card details, password or any other personal data.

2.4 Data that We Collect

We collect device, diagnostic, crash, log files, website, performance logs, report and service-related information. You agree that Esdiac may collect this information but not limited to, to help facilitate and improve your experience of our Services.

Information about you that may be collected during registration by Esdiac and through the Service, how it is used and protected in compliance with applicable law is governed by [Esdiac Privacy Policy](#).

3. The Services

Esdiac Global System Inc. provides telecommunication services for consumers to make international calls at a high quality and cheap rate.

Esdiac offers termination in several locations and we do not claim to support terminations in all countries or all phone numbers or that will always guarantee to support termination to any particular country or phone number. Our Service is intended for international calls only, not locally. We do not currently offer subscriptions or any kind of plans to our users.

Esdiac offers a Caller ID for all its services. That is, we do not assign rented numbers to our users, whenever you initiate a call, your number will show as the Caller ID.

3.1 Esdiac App.

With Esdiac App, you can place outbound internet-based international calls directly to any destination's conventional telephone number (as long as we support the region where your contact is) without your contact having Esdiac's App. To use Esdiac App, you must create an account with us and fund the account. You can only create an account through the app and no other medium. We currently offer pay-as-you-go plan and your call credit does not expire. You are responsible for keeping your password safe at all times. We may disclose any information regarding your account to anyone who correctly quotes your phone number and your password.

Esdiac also provides Video calls for all its registered App users at a cheap rate. You can do video calls with any of your contacts that has our App registered on the phone at a cheap rate. We also provide, SMS service, that is, messages are sent directly to your contact's mobile phone and also at a very cheap rate.

3.2 Esdiac Prepaid Calling Card

We offer prepaid calling card service for you to make outbound international calls through a landline or your mobile phone without internet presence on your device or your contact's irrespective of device they use. You do not need to be a registered member or have Esdiac App to use our prepaid calling card service. You can also load your remaining prepaid calling card value on the App or through the website to your Esdiac's account. You can get the calling card at any of our authorized retailers.

3.3 Intellectual Property Rights

Permission is granted to download a copy of Esdiac Global Systems Inc.'s App onto a device which you own or control to view, use and display the App for personal, non-commercial purposes only. This is the grant of a license, not transfer of title, and under this license you may not modify or copy the materials for any commercial purpose, or for any public display (commercial or non-commercial), attempt to decompile or reverse engineer any software contained on Esdiac Global Systems Inc.'s website, remove any copyright or other proprietary notations from the materials or transfer the materials to another person or "mirror" the materials on any other server.

Esdiac Global System Inc. remains the sole owner of the Website, App and other Services, we do not sell the Website and App to you. Not limiting the afore mentioned, in relation to the App, we license the use of the App to you on the basis of the Term of Service which are subject to any rules or policies applied by Apple Inc. and or Google Inc., and any other entity within the Apple or Google group.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Esdiac Global Systems Inc. at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format. Nothing in these Terms of service gives you the right to use any of our trade names, trademarks, service marks, logos, domain names or other distinctive brand features, except as may be contained in or otherwise used within the Services provided to you.

3.4 Payments.

You can fund your registered account through the App or our Website by using any acceptable forms of payment which includes your debit card or credit card made or any payment setups and methods made available to you by Esdiac. You can also buy Esdiac's prepaid calling card at any of our authorized retailers to top-up your account. We don't have an automatic recharge function yet. All payments are done manually. All credit and debit card payment are processed through third party services.

3.5 Charges.

Currently, all our services are pay as you go and are charged on a per minute rate to the destination called. On all our services, we charge a 35¢ service fee after the first call initiation and every 30 days thereafter. The websites display rates per minute for both landline and mobile device, rates may differ depending on the destination called. The total cost of each call is rounded to the next full cent. All charges incurred are automatically deducted from the account or prepaid calling card. All charges are billed in US dollars. If you have any further question about any of our services you may contact us at 1-213-351-1348 and if you reside within US, call 1-855-373-4222. The continuous use of our service indicates that you agree to accept any adjustments when there is a change in rates or charges. Esdiac may change the minute per rate at any time without prior notice and be effective immediately they reflect on the website.

3.6 Roaming Additional Charges

You may need to pay for additional roaming charges if you are not in a location that supports your mobile carrier and you roam on a third party's facilities for internet access. Esdiac App operates with the presence of internet and the Prepaid Calling Card Service is for US residents only.

If there is any event where you believe you have been mischarged, kindly email our customer service at support@esdiac.com within 90 days after the error first occur or within 120 days after the error occurred. No refund would be credited if any of the time limits are exceeded.

3.7 Refunds

We do not offer any refund for amounts you purchased for your app account or any unused balance, they do not have cash value whatsoever.

If an interruption or failure occurs because of us and not from events beyond our control, caused by third party and not by you, you may be entitled to be a credit applied to your app account. You must contact our Customer Service either by phone call or email to support@esdiac.com. Esdiac retains the right to refuse to grant the request if (1) you violate the User Agreement (2) you are using the service for fraudulent activities or (3) you are trying to exploit the credit policy. Credits will not be awarded in cash.

3.8 Promotional Offers

Esdiac may provide promotions to related to our App users. You agree that Esdiac reserves the right to restrict promotional offers to certain users, locations and any other restrictions or conditions applicable to such offers. If a user is abusing the terms of the promotional offer, Esdiac has the right to terminate or prohibit the user from continuous use of the App. Esdiac also reserves the right to expire and remove any promotional balance from the user's account on the App.

3.9 Credit Expiration

Your credit balance on the Account does not expire but note that there is service fee at the end of every month after first call initiation.

3.10 Emergency Calls

The services do not and are not intended to support or carry emergency calls to any type of hospitals, law enforcement agencies, medical care unit or any type of emergency services of any kind and Esdiac is not liable in any manner for such calls.

4. All Services General Terms

4.1 Use of the Services

As a user of Esdiac Services, you agree that you are to use the Services in such a way that is permitted by the Terms of Service and to act in compliance with any applicable law, regulations and generally accepted practices or guidelines in the relevant jurisdictions, including but not limited to any applicable export laws and regulations.

Esdiac Services are not for commercial use and or for transfer to a third party. Esdiac will provide you a right of use to Services applicable in exchange for your payment and in accordance to User Agreement. We may also without notice, impose a limit to your access or use of any of the Services.

Esdiac is not responsible to you or any third party for any data, content or resources that you share with other users using the Services, and the implications of such actions. You agree that Esdiac maintains the right to make changes, remove or suspend access to any Service at any time without notice.

4.2 Limitation of Liability

To the fullest extent permissible by applicable law, in no event shall Esdiac or its parent or affiliated companies be liable to you for any personal injury, property damage,

lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, accidental, consequential, exemplary or punitive damages based on any causes of action arising out of use of the website, mobile app and prepaid calling card or any alleged failure of performance, error, omission, interruption, deletion, defect or delay in service, operation or transmission of websites or any alleged computer virus, communication line failure, theft or destruction of property and/or unauthorized access to, alteration of, or use of or posting of any record, content, or technology, pertaining to or on the websites.

You agree that this limitation of liability applies whether such allegations are for breach of contract, tortious behavior, negligence or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if the Esdiac or Parent or affiliated companies have been advised of the possibility of such loss or damage. Without limiting the generality of the foregoing, you also specially acknowledge that Esdiac or Parent or affiliated companies are not liable for any actual or alleged defamatory, offensive, or illegal conduct of other users of the website or any other third parties.

Esdiac reserves the right to update or revise the User Agreement at any time without prior notice. The User Agreement should be checked and read periodically on the Website for any changes that may have been introduced. The continued use of Esdiac's Website, App or the prepaid calling card post changes introduced constitutes acceptance of those changes. If you do not agree to the terms of use, please do not purchase or use any of the services through the Website, App or the Prepaid calling card. In the case where there is conflict between the User agreement on the Website, in the App or any materials of our

Services, then the terms of this User Agreement will be used. This User Agreement also governs your purchase and use of any of Esdiac's service at any retailing locations, on the Website or through the App.

In any event, and without limiting the generality of this Section to the extent permitted by law, you agree that Esdiac's total aggregate liability to you for all damages and losses that arise in connection with the use or inability to use the Services or otherwise arise under the Terms of Service, shall not in any circumstance exceed the amount actually paid by you, if any, to us for the Services (including without limitation to the Prepaid calling card Services) in the 5 month period immediately prior to the date of the event giving rise to the claim, subject to a maximum of \$1, 000.00 in all cases.

4.3 Your Device and Unauthorized Access

In the event that your device was stolen, missing or you noticed an unauthorized access or use of any Service, you must notify us immediately to suspend the Service. You are responsible for the charges and all the usage of the Service until it is suspended. You are responsible for preventing unauthorized use and access of the Service and you have the right to terminate the Account and cancel the Service at any time. Esdiac will not take any responsibility for your failure to comply with the obligations in this Section "Your Device and Unauthorized Access".

4.4 Your Location

You are solely responsible to ensure that you are legally allowed to use our Services where you are located. You must comply with the legal restrictions and prohibition that

may be applicable against the use of the Services and stop accessing and or using the Services.

4.5 Third Party Services

The use of Esdiac Services depends on third party services, including international carriers, local termination partners and your local telecom and mobile operator. You acknowledge that the use of our Services is dependent on the afore mentioned third party and that our Services are not traditional mobile, fixed line telephone service or a replacement for your primary telephone service. Be informed that Voice over Internet Protocol (VoIP) functionality might be restricted or prohibited by some providers and might impose extra charges in connection with the use of the Services. You are responsible for confirming with your mobile operator (and or any other Provider that you are using in relation to the use of the Services) that the use of the Services is permitted in accordance with any contractual agreement you may have with that Provider, and to pay if there is any impose fees.

4.6 Restriction and Prohibition Use

You agree to use the Service in such a way that is permitted by the Terms of Service and to act accordingly and in compliance to any applicable law, regulation or generally accepted practices or guidelines in the relevant geographical locations. If any law forbids or restrict you from using the Service, you must comply with those legal restrictions or if applicable stop accessing or using the Services. The following list though not exhaustive provides examples of prohibited conduct and use of the Services. You agree not to:

- Use the Account, Website, App, Software or any or part of the Services in any fraudulent way.
- Use the Services for any unlawful, fraudulent purpose, or any manner against the Term of Service, or act maliciously by hacking or injecting malicious code, including viruses, or harmful data into the App, any Services or any operating system;
- Infringe on Esdiac’s intellectual property rights or those of any third party related to the use of the Services;
- Convey any communication that is slanderous, offensive or otherwise objectionable in relation to your use of Services;
- Not use the Service to transmit unsolicited communications (sometimes referred to as “spam”), or any communication not permitted by applicable law or use of the Service for illegal purposes which entails and not restricted to impersonating, phishing or misrepresentation;
- Not use the Services in a way that could damage, disrupt, impair or compromise Esdiac’s or any third party’s systems or other users;
- Submit or post to the Site, otherwise expose any third party to or use any material or content which infringe any third party’s intellectual property rights or violate the rights of any third party;
- Submit or post to the Site, or otherwise expose any third party to any material or content which is illegal, offensive, indecent, harmful to minors, defamatory, racist, pornographic or otherwise, in Esdiac’s sole discretion, is objectionable;

- Intercept or monitor, damage, transmit or modify any communication that is not meant for you;
- Sell, assign, rent, lease, distribute, market, disclose, export, import, act as an intermediary or provider or otherwise grant rights to third parties with regard to, the Services (or any part thereof);
- Use the Services (or any part thereof) within or to provide commercial products or services to third parties (the foregoing shall not preclude you using the Services for your own business communications); and/or

Not limiting the generality of the aforementioned, you are unauthorized to use Esdiac's Services for calling numbers (whether singly, automatically or sequentially) to generate income for yourself or others.

Esdiac may, at its option, immediately suspend any account or Services in relation to your or terminate the Terms of Service with you if any of your activities shows suspicious call patterns, excessive calls to single or multiple numbers within a short duration that is not consistent with normal or individual use. Auto-dialing, sending excessive or spam messages, excessive usage or fax/voice blasts will be considered as indicators of such unauthorized or excessive use.

4.7 Information Disclosure

Esdiac reserves the right at all times to disclose any data or information in any form as Esdiac deems necessary to satisfy any applicable law, regulation, legal process or government request or to edit, refuse to post or to remove or restrict any information or materials, in whole or in part, in Esdiac's sole discretion.

4.8 No Warranties

You expressly acknowledge and agree that use of the Services is at your sole risk and that the entire risks to satisfactory quality, performance, accuracy and effort is with you. To the maximum extent permitted by applicable law, the Services are provided “as is” and “as available”, with all faults and without warranty of any kind and we hereby disclaim all warranties and conditions with respect to the Services, Website, App and any product associated with Esdiac either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights.

We do not warrant against your enjoyment of the Services or that the Services will be uninterrupted or error-free, or that defects in the Services will be corrected. No oral or written information or advice given by us shall create a warranty. Should the service cause any defects, you assume the entire cost of all necessary servicing, repair or correction. Additionally, you also understand that Esdiac cannot guarantee that information or communications transmitted in relation to the use of Services will not be subject to power outages, disruptions from internet service, disruption in the Services and interception by law enforcement officials or other third parties because the Services will be transmitted through public Internet lines and the public switched telephone network.

4.9 Communication Content

The content of the communications made using the Services are entirely determined by the person from whom such content originates. You may therefore be exposed to the content that is offensive, harmful, indecent or otherwise objectionable. Esdiac will not be liable for any type of communication spread by the means of the Services.

4.10 Suspension of Services

Esdiac has the right, without any liability, to refuse to provide, restrict, limit, change, remove, disable, suspend and/or interfere or interrupt the Services or any part thereof, at any time and without any prior notice to you, for the repair, improvement, and/or upgrade of the Service, or for any reasons for termination set forth in the Terms of Service or any corporate or business reason.

5. Termination and Suspension

The Terms of Service is effective and binding until terminated by you or Esdiac. You may terminate the Terms of Service at any time by stopping to use the Services, Website and App. Esdiac may terminate the Terms of Service with you or suspend your use of the Services at any time if:

- You violate any of the terms and conditions of the Terms of Service.
- If you are using the Service illegally or for any fraudulent activities or your Account is being used by a third party fraudulently.
- You are misusing or trying to exploit our policies
- Delinquent with respect to any charges due for the Services.

- Subject to any proceeding under bankruptcy, insolvency liquidation or similar laws
- Excessive calling patterns, billing irregularities, misuse of service or promotions or campaigns and fraudulent usage.
- If required due to a change in laws or regulations applicable to Esdiac and or required by Esdiac's service providers.

Upon termination: all rights granted to you under the Terms of Services shall end; you must immediately stop all activities authorized by the Terms of Services, including your use of any Services; the App, Software and other Services related to your use of the Services in your possession must be deleted, destroyed or removed immediately. Esdiac shall execute the termination by preventing you to access the Account or other part of the Services, where applicable.

6. General Provisions

6.1 Taxes

You are responsible for and must pay any applicable taxes in connection with your purchase and use of any of the Services.

6.2 Communication

You authorize Esdiac to send or provide the following categories of information (“Communications”) by electronic means and not in paper format:

1. This user Agreement and any amendments, modifications or supplements to it;
2. Your purchase and records of use regarding Service transactions;

3. Any initial, periodic or other disclosures or notices provided in connection with the Services, including without limitation those required by U.S. federal, state or other applicable law;
4. Any customer service communications, including without limitation, communications with respect to claims or error or unauthorized use of the Services and any other communication related to the Services, a transaction or Esdiac.

Electronic means may include SMS/MMS, emails, text, push notification through the App, App to App, Website chat with customer service, or posting on the Websites. Messages and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may withdraw your consents to receive any form of communication from us at any time. You must contact us in order to withdraw your consent. You must have the following to electronic communication with us: a mobile device or an internet connection or data, an active telephone number and an internet browser that supports 128-bit encryption.

Unless otherwise required by applicable law.

6.3 Consent to Receive Messages

You consent to receive SMS/MMS, push notifications through the App, text messages and or email from Esdiac by using any of the Services. This consent is specific to the phone number you provide to us to open account and use the Services. Messages and data rates may apply when you receive SMS/MMS, text or push notification messages on your mobile phone. You may withdraw your consents to receive any form of communication

from us at any time. Your ability to manage and use certain features of the Services could be limited if you refuse or withdraw your consent to receive these messages.

6.4 No Third Party Right

The provisions of this User Agreement are for you and Esdiac's benefit and not for any third party.

6.5 Acts Beyond Our Control

Esdiac will not be held responsible or be in breach of this User Agreement for any failure in performances, loss or damage due to events beyond our control, including without limitation to volcanic eruption, earthquake, fire, tornado, strike, labor dispute, war, civil or military authority, acts of God, acts or omissions of carriers or suppliers and acts of regulatory or government agencies.

6.6 Agreement

The Terms of Service represent the entire agreement between you and Esdiac relating to the use of the Websites, App and Calling card and any other part of the Services, and supersedes any all prior offers, understandings, agreements and representations whether written or oral with respect to the Service or any other subject matter covered by the Terms of Service. For the purpose of clarification, the Terms of Service supersede all promises made to you whether written or oral by our client services agents, representatives or employees, advertisements or product description. The Terms of Service may not be

changed, modified or amended except as described herein by Esdiac or otherwise with the written agreement Esdiac.

If any part of this User Agreement is found invalid, the rest of the User Agreement will continue in full force and effect.

6.7 Assignment

You may not assign or transfer any rights or obligations under the Terms of Service to any third party without prior consent of Esdiac. Esdiac may assign all or part of the rights and or obligations under the Terms of Service without notice to you.

6.8 Notices

Any notice from Esdiac to you under this User Agreement will be provided by one or more of the following: posting on the Websites, SMS/MMS text, email or call to your phone number that you provided to us. You may contact Esdiac either by phone or email.

6.9 Waiver

Failure of Esdiac to exercise or day in exercising a legal right or remedy provided by this User Agreement or by law shall not constitute a waiver of Esdiac's right or remedy. If Esdiac decided to waive a breach of this User Agreement, the waiver shall not operate as a waiver for subsequent breach of the User Agreement.

6.10 Governing Law

This User Agreement will be governed by the law of the State of California, without regard to its choice of law of rules. This governing law provision applies no matter where you reside, or where you use, purchase or pay for the Services.

6.11 Indemnification

You agree to indemnify, defend and hold harmless Esdiac and its subsidiaries, affiliates, officers, directors, employees and agents and any other service provider who furnishes services to you in connection with the Services from any claim or demand or governmental investigation or enforcement action (including any related costs and expenses) made by any third party due to or arising out of your use of the Services (not limited to any materials submitted and posted), your breach of Terms of Service, your violation of rights of another person or entity.

6.12 Changes to Agreement

Esdiac may in sole discretion change the terms of this User Agreement or information on the Websites at any time with or without notice. Any Changes made will be updated in the Terms of Service on the Website. Unless the Terms of Service warrants immediate changes, such as security or laws and regulations, changes made will be updated on the website on or before the effective date of the change. Continuous use of the Services after the publication of any change means you agree to the change and the Updated User Agreement.

6.13 Last Updated.

This User Agreement was last updated on June 8, 2019.