TRUECALLER TERMS OF SERVICE

Last updated: 20 January 2025 (see previous version below).

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Click here for a summary of the Terms of Service.

1. Introduction

Scope. These Terms of Service ("**Terms**") govern your use of the Services provided by True Software Scandinavia AB ("**Truecaller**," "**we**," or "**us**"). "Services" refer to the Truecaller mobile application ("**Truecaller App**"), the features and functionality available on our website at https://truecaller.com ("**Website**"), and any related products or services provided by Truecaller.

Applicability. These Terms apply to residents of the European Union, Norway, Switzerland, Iceland, Liechtenstein, and the UK (hereafter "**Europe**"). If you reside outside Europe the applicable terms are available here.

Privacy policy. We are committed to protecting our users' personal information and the security of our Services. The Truecaller Privacy Policy details how we collect, use, share, and process personal information. The Privacy Policy forms part of these Terms by reference.

Additional terms. Certain features of the Services may be subject to additional guidelines, terms, or rules, which will be posted in or on the Services in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

2. General terms

Acceptance of Terms. By using the Services, you agree to these Terms. Please read them carefully to understand your rights and responsibilities.

User requirements and conduct. To use our Services, you must meet the age of consent to enter into binding legal contracts under the laws of your jurisdiction and have the authority to accept these Terms. Our Services are not intended for children or individuals below the age of legal consent. By using the Services, you confirm that you meet these requirements. You agree to use the Services lawfully and in accordance with these Terms.

3. Service overview

Truecaller App. The Truecaller App provides phone number lookup, caller identification, spam detection, and other communication-related features. Available features vary depending on whether you're using the iOS or Android version due to differences in the operating systems.

- Features available to iOS users are listed here.
- Features available to Android users are listed here.

Additionally, availability may vary based on your country and carrier.

Free versions. We provide free-of-charge and premium versions of the Truecaller App. On iOS, the free version includes a phone number lookup feature, which allows you to make a limited number of number searches per day. On Android, the free version includes the phone number lookup, caller identification, spam detection, and other communication-related features, as described here, excluding any Premium Services (as defined below). Please note that advertisements are displayed within the free versions of the Truecaller App to support its availability.

Premium Services. Truecaller offers certain features and offerings for a fee ("**Premium Services**"), as described here. Premium Services are provided on a subscription basis and as one-time purchase (read more below under *Purchase and payment*). The features available to you may vary depending on your operating system and subscription plan.

Services on Website. By registering to the Website, you get access to the phone number lookup via your web browser. The phone number lookup on the Website requires registration and is provided free-of-charge for a limited amount of searches.

Customer Support. For help with specific features, FAQs, or to reach our support team, please visit our <u>Support Center</u>.

4. Purchase and payment

Subscriptions. Premium Services are mainly offered on a subscription basis, with available subscription periods (e.g. yearly or monthly) displayed at the time of purchase. The shortest subscription period is one month, unless otherwise explicitly stated in the service offering. Subscriptions renew automatically unless canceled before the next subscription period begins. Canceling a subscription does not terminate your account, and you can continue using the Premium Services until the end of the current subscription period.

One-time purchases. Certain Services may be offered for purchase on a one-time basis. Pricing details for these Services will be available on our Website, in the Truecaller App, or during the checkout process.

Pricing. When purchasing a subscription or one-time purchase in the mobile application stores (e.g. Apple App Store, Google Play), the prices are indicated in the relevant store at the time of purchase. Different deals, campaigns and promotions may apply based on factors like past

purchases, regional offers, or they may be personalised using factors such as profile information, usage patterns or subscription history. We use automated processing with manual (human) review in some instances to analyse these factors. To ensure our pricing remains fair and accessible to all users, we implement comprehensive fairness measures including safeguards against discrimination, reasonable pricing boundaries, and regular audits of our algorithms to detect and prevent unfair outcomes.

Price Changes. We may adjust prices at our discretion, but changes won't affect your current subscription period or one-time purchase. In case of subscriptions, new prices apply at the start of your next subscription period. Your purchase of the Premium Services may be subject to foreign exchange fees or differences in prices based on location, if purchasing in foreign currency.

Payment terms. All payments are made in advance. For subscriptions paid in monthly installments, you agree to pay the total subscription amount in equal monthly installments over the subscription period. Payments are due at the start of each billing cycle, and subscriptions automatically renew unless canceled before the next billing cycle begins. Except as required by law, all fees are non-refundable. Failure to pay any installment may result in suspension or termination of your access to the Premium Services.

Payment. When you purchase a subscription or make a one-time purchase, payment is processed through the third-party app store where you downloaded Truecaller (e.g. Apple App Store, Google Play). Payment methods, billing cycles, and other details are available at checkout.

Order confirmation. Order confirmation for orders made in third-party app stores (e.g. App Store and Google Play Store) are provided as informed by the relevant store. We do not archive individual contracts in a way that they are accessible to you. Please save a copy of the Terms for your records. You can download a pdf version at the top of these Terms.

Access to Services. Once the order is completed you will get access to the Premium Services ordered.

Right of withdrawal. By purchasing or renewing access to our Premium Services, whether through a subscription or a one-time purchase, you agree to the immediate commencement of the service upon confirmation of payment. You acknowledge that by requesting the immediate start, you waive your statutory right of withdrawal, and no refunds will be available once the initial access period or any renewal period begins.

Trial periods. We may offer trial periods for certain Premium Services, subject to the terms presented at the trial's start. If you don't cancel before the trial ends, you agree that Premium Services will begin immediately after the trial period, and you waive your right of withdrawal from that point onward.

5. Access and registration

Download and access. The Truecaller App can be downloaded from multiple app stores (e.g. App Store and Google Play Store) or downloaded at our Website. Services on the Website can be accessed at https://truecaller.com.

Registration. To use the Services you will need to register with a user account. Within the Truecaller App you will need to authenticate yourself via an authentication code, one-time password, or other authentication mechanism as provided from time to time and indicated in the sign-up process. For Services on the Website you can register with your Google account or using your Truecaller App credentials. Please note that the Google account and Truecaller App account are separate accounts and not linked to each other.

Authorised use. You may only use the Services on devices that you own or control. You also guarantee that all information you provide, including profile information, is accurate and up to date. For profile pictures, the Truecaller Content Guidelines (see named section) apply.

6. Technical and functional information

Connectivity. To use the Services, you must have a mobile carrier and internet connectivity. You are responsible for any internet or mobile charges incurred. Please consult your carrier for details.

Carrier fees. Use of Services may incur carrier charges, such as call minutes, data usage, or other applicable fees. This includes calls answered by the Assistant and recorded conversations. You are responsible for any fees or surcharges imposed by your carrier for accessing or using the Services.

Storage size. The Truecaller App and its features require a certain amount of storage space, as indicated in the relevant app store before downloading the app. Please check that your device has enough storage for downloads or updates.

Geographical availability. The Truecaller App is available in all European countries. However, we reserve the right to restrict access in regions subject to trade restrictions, sanctions, or other legal or commercial limitations that may apply from time to time.

Languages supported. The Truecaller App and Website and its content are available in multiple languages. You can select your preferred language in the Truecaller App's settings or at the top right corner on the Website.

Device compatibility. The Truecaller App is compatible with devices running iOS 16 or later and Android 8.0 or later. Please ensure your device meets these requirements. To utilize the Live Caller ID feature on iOS, your device must be updated to iOS 18.2 or later. If you're using an earlier version of iOS, this feature won't be accessible.

Updates and version support. These Terms apply to all versions of the Truecaller App. However, warranties, guarantees, and other statements of functionality apply only to the most

current version. Users are responsible for updating their Truecaller App and operating system (iOS or Android) to the latest versions to ensure full compatibility and access to all features. Updates are provided free of charge. While we generally maintain the functionality of older versions for approximately 6 months after a new version is released, this support is not guaranteed. Failure to update may result in restrictions or reduced functionality or security.

7. OS-specific terms

Android Users

Third-party app store terms. The Android version of the Truecaller app is available on various third-party app stores supporting Android, including but not limited to Google Play Store. By downloading and using this version, you agree to comply with the app store's terms and conditions.

Emergency services access. On Android, Truecaller includes calling functionality. While you can use Truecaller to dial emergency services, access to these services and location sharing are managed directly by the Android operating system. Please be aware that factors like lack of connectivity may affect emergency call access.

Blocking of premium-rate numbers. Please note that blocking certain numbers or types of outgoing calls or SMS messages, including premium-rate numbers, is managed by your device's operating system or network provider. Refer to your device settings or contact your carrier provider for options.

File types required. Truecaller App supports sending and receiving specific file types like PDF and MP4, within the messaging function. Ensure your device is compatible with these formats for optimal use.

iOS Users

App Store terms. The iOS version of the Truecaller app is available on the Apple App Store. By downloading and using this version, you agree to comply with the Apple App Store's terms and conditions.

8. Beta features

From time to time, we may offer access to beta features or early versions of new functionalities ("Beta Features") to test and gather feedback. Beta Features allow users to preview and test new features before they are fully integrated into the Services. These features might include experimental updates to existing tools, early access to upcoming features, or entirely new functionalities we're exploring. Beta Features are provided at no cost on an "as-is" basis, without any warranties, guarantees, or representations of any kind. They may contain bugs,

errors, or other issues, and we make no guarantees regarding their functionality, availability, or performance. Beta Features may be modified or removed at any time without notice.

By using Beta Features, you agree to provide feedback voluntarily to help improve our services. Your use of Beta Features is at your own risk, and we are not liable for any issues, data loss, or damages that may arise from their use. Additional terms may apply to Beta Features and will be provided at the time of access.

9. User obligations and restrictions

Lawful use. You must use the app only for lawful purposes and in accordance with these Terms. It is your responsibility to comply with all local, national, and international laws and regulations applicable to your use of the Services.

Prohibited activities. You agree not to engage in or facilitate any activities that are illegal, harmful, or offensive. The following activities are strictly prohibited:

- Transmitting prohibited content: You may not share or upload content that violates the Truecaller Content Guidelines. You are responsible for all content you share through the Services, and Truecaller is not responsible for any offensive or illegal messages or transmissions you may send or receive.
- **Disruption of Service operations**: You may not engage in actions that interfere with the regular operation of the Services, including creating multiple accounts, redirecting traffic, overloading network capacity, evading fees, or bypassing operational, technical, or geographical restrictions, such as tampering with IP address or location data.
- Unauthorised access and manipulation: You may not access the Services, servers, or networks without authorisation, or, circumvent or attempt to bypass any security measures or technical limitations.
- **Impersonation and misrepresentation:** You may not impersonate another person or entity, including through the use of a phone number, or misrepresenting your identity or the source of any communication.
- Data mining and scraping: You may not engage in scraping, harvesting, or otherwise collecting data without permission, including automated extraction of content or third-party information accessible via the Services.
- Infringement of proprietary rights: You may not modify, adapt, translate, copy or reverse engineer any portion of the Services, including creating parallel repositories of our content or data, or, removing or altering any copyright, trademark, or other proprietary rights notices included in or with the Services.
- Unauthorised commercial use: You may not use the Services for commercial purposes without permission, including unauthorised reselling, competing with the Service, or creating parallel repositories of our content or data.

Trade restrictions. The use of the Services is subject to export and trade control laws and regulations, including those of the United States, the European Union, and other applicable

jurisdictions. This means that the Services may not be used, accessed, or transferred in violation of these laws. For example, you may not use the Services in regions or countries subject to trade restrictions or sanctions, or share access to the Services with individuals or entities on government lists of prohibited or restricted parties. You represent and warrant that (a) you are not located in, under the control of, or a resident or national of any country, region, or individual embargoed or restricted by U.S., EU, or other applicable sanctions, (b) you are not on any U.S., EU, or other relevant government list of prohibited or restricted parties, and (c) you will not use the Services for any purposes prohibited by applicable law.

Your responsibility for recordings. The laws regarding the notification requirements for recording and transcribing conversations vary across jurisdictions, states and territories. Before using Call Recording, Assistant or Al Call Scanner, familiarise yourself with your local laws to determine if you need the other party's permission to record or transcribe a call. As the user, you are responsible for complying with local laws when using recording features, including obtaining prior consent from other parties on the call where necessary. You are also responsible for complying with local laws when sharing content generated through the Services with a third party. We provide various settings to help you set your notice preferences depending on your country of residency.

Consequences of non-compliance. By using the Services, you agree to adhere to these obligations and restrictions. Failure to comply may result in suspension or termination of your access to the Services, as well as potential legal action.

10. Security

Security Measures. We are committed to protecting your data and maintaining secure services. Our security practices are aligned with industry standards, including certifications under ISO 27001, ISO 9001, and ISO 22301. These measures demonstrate our efforts to maintain the integrity, confidentiality, and availability of our network and information systems.

User obligations. Users are required to take reasonable steps to protect their accounts and data, such as maintaining strong passwords on their devices, avoiding unauthorised access, and adhering to the security policies defined by Truecaller from time to time.

11. Warranty and limitation of liability

Quality of Service. We strive to provide high-quality Services. However, we do not guarantee that the Services will be uninterrupted or error-free. Service availability may be affected by factors beyond our control, including third-party actions, technical limitations of third-party operating systems (such as Android or iOS), and force majeure events. We are not liable for interruptions or issues caused by these circumstances.

Technical support and updates. We strive to provide adequate and efficient technical support, upgrades, and updates for the Services. However, we are not obligated to provide support or

maintenance under these Terms and reserve the right to limit or discontinue support, upgrades, and updates at any time.

Warranty and content disclaimer. The Services are provided on an "as-is" and "as available" basis. To the maximum extent permitted by law and subject to applicable regulations regarding service availability and quality, Truecaller makes no warranty, express or implied, regarding the Services, including but not limited to their quality, performance, merchantability, fitness for a particular purpose, or non-infringement of third-party rights.

Unavailability. You understand and acknowledge that the Services may occasionally be unavailable due to maintenance, technical issues, or other reasons beyond our control. Truecaller will not be liable for your inability to use the Services during such periods.

Limitation of liability. To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, consequential damages, or loss of profits or data arising out of or related to your use of the Services. Our total liability for any claims arising from or relating to the Services shall be limited to the amount of service fees you paid to us in the past 12 months.

12. Third-party content and links

The Services may include third-party content or links for convenience. Unless otherwise expressly stated, we do not control, endorse, or assume responsibility for third-party content or websites. The terms of service for the applicable third-party service apply. Access and use them at your own risk, and review their terms and policies.

13. Proprietary rights

Intellectual property. All intellectual property rights in our Services, Website, and related materials, including but not limited to the software, codebase, trademarks, logos, designs, graphics, text, and other content, are owned by or licensed to Truecaller. All rights not expressly granted to you under these Terms shall be retained by us. You agree not to challenge Truecaller's rights in the Services or attempt to assert any rights in the Services or any content provided by other users, except those rights explicitly granted under these Terms. You agree to use the Services and content only as expressly permitted by these Terms.

Grant of rights. Subject to compliance with these Terms, you are granted a limited, non-exclusive, non-transferable right to use the Services in accordance with these Terms. You agree to access and use them solely for personal, non-commercial purposes. You agree not to copy, modify, distribute, or create derivative works based on our content or Services without prior written consent, except as permitted by law or the licensing terms governing any open source components included in the Services.

Data usage. We may use anonymised, aggregated data at our discretion, including for service improvement, research, and analytics. In cases where you specifically authorise it, pseudonymised or raw data may also be used for designated purposes.

User feedback. By submitting feedback, including ratings, surveys, name suggestions, or input on Beta Features, you agree that Truecaller owns all rights to this feedback. Truecaller may use, modify, and incorporate it into its number lookup databases and Services without further notice or compensation to you.

14. Term and termination

Term. These Terms apply until they are terminated. Sections regarding Limitation of Liability, Proprietary Rights, User Obligations and Restrictions, Governing Law, and any other clause intended to survive termination will continue indefinitely, even after account deactivation or termination of these Terms. Upon termination you shall cease the use of the Services.

Termination by us. We reserve the right to terminate or suspend your account immediately and without prior notification if you violate these Terms or engage in unauthorised or harmful activities. Termination may result in loss of access to the Services and any associated data. We may also terminate these Terms if we discontinue the Services, in which case we will provide you with 30 days' notice. Termination may result in loss of access to the Services and any associated data.

Termination by you. You may terminate the Services at any time by deactivating your account and canceling your subscription, if applicable. You can deactivate your account through the Privacy Center of the Truecaller App or by contacting our support team via the <u>Support Center</u>. Deactivating your account will not cancel future subscription periods. To cancel your subscription, visit the app store that you purchased the subscription on.

Effects of termination. Upon termination your user account will be deleted. No refunds will be provided for any prepaid fees if you terminate the Services or if Truecaller terminates your account due to a breach of these Terms. If we terminate the Service without cause, you may request a refund for any unused prepaid fees, subject to providing a receipt and payment instructions. Refunds will be processed within 14 days upon approval.

15. Assignment

We reserve the right to assign or transfer the agreement, including any rights or obligations under the Terms, to any third party, in whole or in part, at our discretion. In the event of such an assignment or transfer, your rights under these Terms remain unaffected. You may not assign or transfer this agreement or any rights or obligations hereunder without our prior written consent.

16. Service updates and changes

We reserve the right to modify, update, or discontinue the Services, or any part of them, at our discretion. Changes may be necessary to adapt to a new technical environment, accommodate an increased number of users, comply with legal or regulatory requirements, respond to the unavailability of an underlying service, or improve the functionality and user experience of the Services. For significant changes that materially impact your use of the core Services, we will provide at least 30 days' notice, where feasible. If you do not agree to a material change, you may terminate your use of the Services without additional costs.

17. Changes to Terms

Material changes. If we make material changes to these Terms, you will be notified at least one month before the changes take effect. Notification will be provided via email, in-app notification, and/or on our Website. If you do not accept the new terms, you have the right to terminate these Terms. For free Services, you can terminate by deactivating your account within the Truecaller App. For Premium Services, you may request a refund of any unused prepaid fees by providing a receipt and clear payment instructions.

These provisions do not apply if the changes are solely to your benefit, are of a purely administrative nature with no negative impact on you, or are necessary to comply with Union or national law. Continued use of the Services after the changes take effect will constitute acceptance of the new terms.

Other changes. Changes that are not material will be announced by updating the Terms available at https://www.truecaller.com/terms-of-service. The revised Terms shall take effect upon publishing.

18. Governing law

Governing law. These Terms are governed by and construed in accordance with the laws of Sweden, without regard to its conflict of law principles.

Legal guarantee. These Terms do not affect your statutory rights as a consumer under applicable law, including any mandatory protections in your country of residence.

19. Consumer rights and dispute resolution

Right to make a complaint. If you believe that a warranty has been breached or our Services do not meet the agreed standards, you have the right to make a complaint. In case of a valid claim, you may be entitled to a price reduction or refund of the service fees paid, in accordance with applicable law. To submit a complaint, please contact us using the email **support.eu@truecaller.com** or contact information provided at the end of these Terms. We will review your complaint promptly and provide a response.

Dispute resolution. We aim to resolve any concerns directly with you. If a complaint cannot be resolved, you may contact the National Board for Consumer Disputes (ARN) for a non-binding review (https://arn.se). For EU cross-border issues, the European Consumer Centre (ECC) also offers assistance (https://ec.europa.eu/consumers/odr). If resolution through ARN or ECC does not lead to a satisfactory outcome, disputes will be resolved in the courts of Sweden, with Stockholm District Court as the first instance, unless otherwise required by applicable law in your country of residence.

Competent authority for consumer protection. For additional guidance on your rights, you may contact the Swedish Consumer Agency (Konsumentverket) at https://www.konsumentverket.se or consult the relevant consumer protection authority in your country of residence.

20. Company information

Name: True Software Scandinavia AB

Address: Mäster Samuelsgatan 56, 111 21 Stockholm, Sweden

Email: support.eu@truecaller.com

Corporate registration number: 556784-0912

Additional terms and previous version of terms and conditions

Terms of Service prior to 20 January 2025 (pdf) (applicable to users that signed up before 20 January 2025 until 20 February 2025.)

Additional terms for Synthetic Voice Feature (pdf).