

# Calling Balance Terms & Conditions

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## 1. INTRODUCTION

- 1.1. This Calling Balance Terms & Conditions (the **Calling Balance Terms**) outline the rules of use for the Calling Balance function in the Protocall application.
- 1.2. The Calling Balance Terms are an integral part of the General Terms of Service, where applicable, and use the same definitions (the **Terms**), unless otherwise specified herein. The Calling Balance Terms also employ some additional definitions.
- 1.3. If you encounter any difficulties or problems while using the Calling Balance, please contact our customer support at [techsupport@protocall.ch](mailto:techsupport@protocall.ch).

## 2. DEFINITIONS

- 2.1. The **Order** is an electronic request for a paid Talent Talk from the User to the Talent. Order specifies the scope of work and other requirements of the User regarding the service. Order refers to the written order that was submitted in electronic form via the Protocall. The Order includes the work in its entirety along with its consumer requirements.
- 2.2. The **Talent Talks** is a way of communication between the User and the Talent by means of voice and/or video calls, resulting in an information exchange between the User and the Talent at User's own risk (also to be referred to as a service of the Talent), including, but not limited to exchange of non-professional advice, statements, ideas, thoughts, and suggestions.

### **3. HOW YOU CAN USE THE CALLING BALANCE**

#### **Talking Balance**

- 3.1. You can use your Talking Balance to make paid Talent Talks and receive services provided by Talents.
- 3.2. In order to receive a service of the Talent, you must make the Order for the Talent Talk. A price for such service will be determined by multiplying the time of a voice or video call (calculated in seconds) by the Hourly Rate of the Talent divided by 3 600 (in order to get a rate per second). When the service is provided, i.e., a voice or video call with the Talent has ended, the Balances of both parties are corrected accordingly.
- 3.3. Any transactions between Users' and/or Talents' Calling Balances are performed within our non-operational payment account. We do not have a direct control over the funds in this account, we only submit orders on your behalf, i.e., transfer your instructions regarding your Balance to our bank/payment institution. The only instance in which we are entitled to instruct our bank/payment institution regarding your Balance without your direct initiation of the transaction is as provided in clause 3.5., and you consent to that.
- 3.4. Additionally, after the service has been provided by the Talent, you can rate her or him based on a five-start scale. This should help other Users when choosing the Talent.
- 3.5. We reserve the right to write off your Talking Balance after a passage of one year (365 days) since the moment this Balance was debited, but only in case your Account was inactive for the same period of time. The written-off Balance is used by us to cover our expenses and business operations in connection with the Protocall.

#### **Earnings Balance**

- 3.6. You can see a representation of your earnings from your paid Talent Talks in form of Earnings Balance. Only Talents receive this Balance.
- 3.7. You can exchange your Earnings Balance to Talking Balance instead of making the Deposit.
- 3.8. At your request, we exchange your Earnings Balance to money, repaying them using a payment method chosen by you.
- 3.9. Note that we write off our commissions from your Earnings Balance for every Talent Talk and payout as provided in Schedule 1 of these Calling Balance Terms.

### **4. DEPOSIT METHODS**

- 4.1. Available payment methods:
  - 4.1.1. SEPA transfer.
- 4.2. The Deposit is made in form of Talking Balance. The Balance at your Account is always represented as follows: 1 Balance equals to 1 USD, meaning that if you deposited in EUR the Balance representation will be recalculated in USD at the exchange rates of [European Central Bank](#). You can see the U.S. dollar or euro equivalents of your Balance right under them in order to have a better understanding of the sum of your Deposit.
- 4.3. Since our payment account is in the currency of euros, we accept payments only in euros. When you make a payment for the Deposit in currency other than euros, an exchange rate of our third party financial intermediary at the moment of the payment applies to the transaction.
- 4.4. We do not charge any commission on deposited amount; however, third party financial intermediary serving the transaction may apply its own commission or fee for the transaction.

## **5. REFUNDS AND PAYOUTS**

### **Talking Balance**

- 5.1. The Deposit made in form of Talking Balance is not refundable and the Balance cannot be exchanged back to money neither as cash nor as transfers!
- 5.2. Talking Balance can only be spent in the Protocall as described in “How you Can Use the Calling Balance” section.

### **Earnings Balance**

- 5.3. In order to receive the Earnings Balance payout, the Talent must request a payout in the Protocall by choosing a payment method, currency (if available) and providing the banking details.
- 5.4. Available payment methods:
  - 5.4.1. SEPA transfer;
  - 5.4.2. Banking.
- 5.5. When requesting the Earnings Balance payout in currency other than euro (if available), our third party financial intermediary's exchange rate at the moment of the payment applies to the transaction.
- 5.6. We also apply a commission to payouts as provided in Schedule 1 of these Calling Balance Terms as the price for our Service. We reserve the right to change this commission from time to time with or without any reasons. The reasons could include but not be limited to such factors as the Company's increased expenses, discounts or marketing campaigns. Any changes resulting in a lower commission rate will be communicated to you through the Protocall and/or your e-mail, depending on your Privacy and Security settings. Changes leading to a higher commission rate will also be communicated through the Protocall and/or your e-mail in a reasonable amount of time before the new pricing takes effect. By continuing to request the Earnings Balance payout after this effective date, you agree to the changes in commission.
- 5.7. Note that SEPA transfers are not available with any currency and any bank account, therefore, PLEASE MAKE SURE SUCH PAYMENT METHOD IS AVAILABLE TO YOU BEFORE BECOMING THE TALENT. Earnings Balance payouts by means of Banking are also limited by countries due to our third-party provider's restrictions. Please refer to Schedule 2 of these Calling Balance Terms for a list of restricted countries for Banking.

## **6. KNOW-YOUR-CUSTOMER (KYC)**

- 6.1. Talents must undergo a verification procedure conducted by an authorized third-party provider in order to receive Earnings Balance payouts.
- 6.2. Some Users may also be required to undergo a know-your-customer check procedure conducted by an authorized third-party provider.

## **7. TERMINATION AND CHANGES**

- 7.1. You have a right to terminate your use of the Calling Balance at any time and for any reason by providing written notice to us and discontinuing your use of the Service. Upon termination, any remaining Balance will be forfeited/written off from your Calling Balance in our favor, and no refunds will be provided.
- 7.2. The Calling Balance Terms are effective for you from the acceptance made by you, until you terminate your use as provided in clause 7.1., the Calling Balance Terms are discontinued or your Account is terminated or deleted for any reason. The effect of the Terms is automatically discontinued for you in case of termination or deletion of your Account. However, all provisions of these Calling Balance Terms which by their nature should survive termination shall remain applicable and in force, including without limitation provisions on the refunds and payouts, dispute resolution, and governing law.

- 7.3. Violation of these Calling Balance Terms can lead to your Calling Balance suspension or termination, which will consequently lead to a temporary or permanent loss of the Balance.
- 7.4. We reserve the right to suspend or terminate availability of the Balance in accordance with these Calling Balance Terms and the Terms.
- 7.5. We reserve the right to update the Calling Balance Terms and/or withdraw them at any time at our sole discretion.
- 7.6. In case of changes made by us to the Calling Balance Terms, such changes shall be notified to you in a reasonable time before becoming effective. The continued use of the Service by you (any subsequent interaction with the Calling Balance) after the changes have taken effect signifies your consent with the changes to the Terms. If you do not consent to the changes, you must terminate your use as provided in clause 7.1.

## **8. FINAL PROVISIONS**

- 8.1. All matters not expressly addressed in these Calling Balance Terms, including but not limited to “Limitation of Liability”, “Applicable Law and Dispute Settlement”, and “Final Provisions”, shall be governed by and subject to the provisions outlined in the Terms.
- 8.2. The original language of these Terms is English. Shall any discrepancies with translated versions of these Terms arise, the English version shall prevail.
- 8.3. The titles in these Terms are intended solely for the sake of ease of use and have no legal meaning.

## **SCHEDULE 1**

### **Commission tariffs**

**All commissions are written off the Earnings Balance of the respective Talent, never from Talking Balance.**

<b>Rating Level</b>	<b>Tariffs on Talent Talks</b>	<b>Tariffs on payouts</b>
Junior	10%	5%
Specialist	8%	4%
Expert	6%	3%

## **SCHEDULE 2**

### **Banking payout: restricted countries and territories**

Since Banking is a function provided by third-party providers, third parties' restrictions apply to the use of the Banking. Citizens and residents of the following countries cannot use the Banking and hence cannot choose it as payout method:

1	North Korea
2	Afghanistan
3	Iran
4	Myanmar
5	Russia
6	South Sudan
7	Sudan
8	Syria
9	Venezuela
10	Yemen
11	Zimbabwe
12	Palestine State
13	Kosovo
14	Mali
15	Nicaragua
16	Western Sahara
17	Cuba
18	Belarus
19	Central African Republic
20	Democratic Republic of the Congo
21	Iraq
22	Libya
23	Somalia
24	United States of America
25	Albania
26	Barbados
27	Burkina Faso
28	Cameroon
29	Cayman Islands
30	Gibraltar

31	Haiti
32	Jamaica
33	Jordan
34	Lebanon
35	Mozambique
36	Nigeria
37	Pakistan
38	Panama
39	Philippines
40	Samoa
41	Senegal
42	South Africa
43	Sri Lanka
44	Tanzania
45	Trinidad and Tobago
46	Turkey
47	Uganda
48	United Arab Emirates
49	Vanuatu
50	Vietnam