

Viber Terms of Service

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Table of Contents

- [Additional Terms for Specific Services](#)
- [Our Services](#)
- [Legal Capacity and Eligibility](#)
- [Account and Registration](#)
- [Licenses and Intellectual Property Rights](#)
- [Content and Public Content](#)
- [Restrictions of Use](#)
- [Payments and Subscription Fees](#)
- [Refunds](#)
- [Chatbot Purchases](#)
- [Third party goods and services](#)
- [Termination](#)
- [Safety and Support](#)
- [Disclaimer of Warranties](#)
- [Limitation of Liability](#)
- [Indemnity](#)
- [Governing Law and Jurisdiction](#)
- [Arbitration, Class-Action Waiver](#)
- [Miscellaneous](#)
- [Disabled Users](#)
- [Contact Us](#)
- [Call Services – Viber Out Service Specific Terms](#)

Thanks for sending us good vibes by using the various services available within Viber!

These Terms of Service (“**Terms**”) govern your use of the of the Viber App, Viber Website and any services, features, platforms of products offered by Viber, as detailed below. These Terms form a legally binding contract between you and Viber Media S. a r.l's ("**Viber**", "**our**", "**we**" or "**us**"). Please read them carefully, we have tried our best to strip the legalese from the Terms, however, there are places where they may still read like a traditional contract as they are a legally binding agreement between you and Viber. These Terms incorporate and are governed by the [Acceptable Use Policy “AUP”](#) and the [Viber Privacy Policy](#).

YOU HEREBY CONFIRM THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND THAT BY INSTALLING THE VIBER APP, ACCESSING OR USING OUR SERVICES, YOU AGREE TO BE BOUND BY THE TERMS. YOU AGREE TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS WHEN USING THE VIBER APP AND SERVICES AND YOU ACKNOWLEDGE THAT THESE TERMS CONSTITUTE A BINDING AND ENFORCEABLE LEGAL ELECTRONIC CONTRACT BETWEEN YOU AND VIBER. PLEASE DO NOT ACCESS THE SERVICES OR INSTALL THE VIBER APP IF YOU DO NOT AGREE TO ALL OR ANY PART OF THE TERMS.

U.S ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE. YOU AGREE THAT, EXCEPT FOR CERTAIN EXEMPTIONS, DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY

BINDING ARBITRATION, AND YOU AND VIBER WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT AS DETAILED IN THE [ARBITRATION SECTION BELOW](#).

ACCESS TO EMERGENCY SERVICES: Our Services are not a replacement for your ordinary mobile or fixed line telephone, nor are they intended to support or carry emergency calls to any type of hospital, law enforcement agencies, medical care unit or any type of emergency services of any kind. In particular, with the exception of Viber Out, our Services do not allow you to make such calls and Viber is not liable in any manner for such calls or inability to place such calls. You must and it is your responsibility to ensure that you have access to alternative communication for placing such emergency calls if needed.

CHANGES TO THE TERMS: We are always working on adding additional features to our Services and improving our existing products. As such, and since there may be changes to applicable laws, we may update or change our Services, including their functionality from time to time, and revise and reissue these Terms occasionally to reflect our Services and practices correctly. We will only make changes if the provisions are no longer appropriate or incomplete. Unless otherwise required by law, we will provide you with 30 days prior written notice (e.g., through the App, the Website or by e-mail). We will also update the date at the top of our Terms and enable you to re-visit the older version of the Terms at any time. Changes to these Terms shall become effective upon the completion of the 30 days' notice. Once updated Terms come into effect, you will be bound by them if you continue to use our Services. If you do not agree with any changes to the Services or the Terms, you may terminate your relationship with us in accordance with the [Termination](#) Section. It should be noted that changes to these Terms or the Viber App, will take effect immediately without prior written notice where such changes are exclusively to your benefit, where they are of a purely administrative nature and have no negative effect on you, or where they are directly imposed by law.

EU, EEA and UK users: A contract summary in relation to our electronic communications service offer is available for download for our users in the EU, EEA and the UK (and in fact anyone else who would like to see the contract summary for comparison purposes) at the link [here](#).

1. Additional Terms for Specific Services

Some features of our Services may be subject to additional terms and conditions, which you should read before making use of those features and such Services, and they add up to these Terms where applicable.

Viber additional terms and specifications (“**Additional Terms**”):

- [Viber Payment Services Terms of Service](#)
- [Viber Developer Agreement](#)
- [Viber Business Terms and Conditions](#)

In the event there is a conflict between these Terms and the Additional Terms, the Additional Terms will prevail.

2. Our Services

Viber App is a communication platform, enabling voice and video 1 on 1 and group calls, text messaging, sending videos and pictures, sharing your thoughts, creating groups, communicating in communities and channels, etc. We reserve the right to change, update, upgrade, modify and revise our Services and the Viber App at any time, we also reserve the right to discontinue the Services. Note that, some services may not be available in your country and are geo restricted.

Currently we offer the following services, some of the services are free of charge (“**Free Services**”) and other premium services are subject to in-app payments or a periodic recurring subscription (“**Premium Services**”), all as detailed in the [Payment and Subscription Fees](#) Section below (collectively the “**Services**”):

- **Viber App:** Desktop and mobile communication and messaging app, developed by Viber. You understand that, just like a regular mobile phone service, anyone with knowledge of your phone number, that has Viber, may call you or send you messages through our Services and anyone you send a message to can use the content of your message as they desire.
- **Call Services; Viber Out (Subscription and Credit):** Viber offers you the opportunity to become a premium “Viber Out” user, which allows you to call non-Viber users (landlines or mobiles) around the world. Viber Out offers various subscription plans (each: a “**Viber Out Subscription**”). As a Viber user you are also able to purchase call credits (“**Viber Credit**”), either as a one-time payment or via recurring payments. For more information, please see the [Call Services - Viber Out Service Specific Terms](#) below.
- **Viber In:** You may receive incoming calls generated outside the Viber network, by your friends or other people calling your number, to be received through the Viber App. Viber In is provided for free and you may disable the ‘Viber In’ service at any time by changing the application settings.
- **Caller ID:** Viber Caller ID is a dedicated feature that allows Viber users to protect themselves from fraud and spam by setting up a caller identification for any incoming calls to their devices from phone numbers outside of their contact list.
- **Stickers and Lenses:** you can download or create digital stickers through the Viber App or use Viber lenses. When you create digital stickers on our Service, they must abide by our [Acceptable Use Policy](#). Some Stickers are available for free and some Stickers are available for purchase.
- **Viber Plus:** users that subscribe to Viber Plus are provided with Premium Services that offer exclusive features, which may vary from time to time, including sticker market privileges, ad free use, priority Viber support, exclusive badge, unique Viber icon, large file sharing, and more, as may be updated from time to time. Viber reserves the right to add, remove, and revise the features included in the Viber Plus subscription plan at any time.
- **Business Accounts:** users who own business can increase their business engagement and create a business profile on the Viber App (“**Business Account**”), enabling the direct interaction with their customers, including by promoting their goods and services and using one-on-one messages (“**Business Account Chat**”). The Business Accounts and business services are governed by the [Viber Business Terms and Conditions](#).
- **Communities and Channels:** Communities are group chats through which Viber users can share content and engage with one another in conversations, and can include up to 1 billion Viber users (“**Community**”). The Channels feature enables you to engage and share content with your audience (“**Channel**”). Communities and Channels can include up to 1 billion Viber users. Any messages sent as well as content posted or shared within Communities or Channels, are subject to the [Acceptable Use Policy](#) and the [Viber Privacy Policy](#). The option to create a Community or a Channel is open to all Viber users. When you join a Community or

a Channel, you will become a **“Member”** of such Community/Channel and will be able to share such Community/Channel with other Viber users. Upon creating a Community or a Channel, you will automatically become a Superadmin of your Community/Channel (each, a **“Superadmin”**). As a Superadmin you can add or remove other Superadmins, other Community/Channel Administrators (each, an **“Admin”**) or Members from the Community/Channel, control who can post in the Community/Channel, choose whether the Community/Channel can be shared by other Members or not, and delete messages by other Superadmins, Admins or Members (for Community). Superadmins can also revoke invite links and enlist other Viber users to the Community/Channel to become Superadmins or Admins. As a Community/Channel Admin you can remove Members from the Community/Channel, delete messages posted by Members and send an invite to other Viber users to become Members of the Community/Channel. There can be multiple Community/Channel Superadmins and Admins, with a total limitation of 250 combined. Only the Superadmins and Admins of a Channel will be able to post content within such Channel. A Member can leave a Community or a Channel at any time by selecting the **“Leave and delete”** button. Members of the Community can see the username and the photo of the other Members of the Community, and may send one-on-one messages to the Superadmins, Admins and other Members of the Community. Note that Members of a Channel may send one-on-one messages to the Superadmins or Admins of such Channel and vice versa but unlike Communities, Members of a Channel cannot see the information related to other Members of such Channel.

- **Chatbots and Business Account Chats:** The Viber Chatbot feature enables you to subscribe to Viber’s and third parties’ chatbot(s) and Business Account Chats and to send and receive one-on-one messages from the chatbots’ administrators and Business Account Chats (**“Chatbot”**). The Chatbot administrators are governed by the **Viber Developer Agreement**. When you visit a Chatbot without subscribing to it, you will be a **“Guest”**. If you click the **“subscribe”** button anywhere within Viber or any button presented to you by the Chatbot, or start an interaction with the Chatbot, you will automatically become a **“subscriber”** of the Chatbot and be able to send and receive messages from the Chatbot. At any time, you can unsubscribe from any Chatbot by clicking the **“unsubscribe”** button. Through the Chatbot the business may offer you to purchase goods and services, as further described under the **Chatbot Purchases section below**.

Please be aware that the content published within the Community, Channel or the Chatbot features, and interaction with Business Accounts is not end-to-end encrypted and is stored by Viber and may also be stored by the relevant Administrator(s) of such specific Community, Channel or Chatbot and their third party providers, as well as the Members of the Communities or Channels if they choose to make copies of it, or by the Business Account owners, as applicable. The conversations exchanged between Viber users and Chatbots, are not end-to-end encrypted and are stored temporarily by Viber. THE BUYING OR SELLING OF A COMMUNITY, CHANNEL OR CHATBOT, THAT HAVE SUBSCRIBERS, MEMBERS, AND ANY RIGHTS ASSOCIATED WITH THEM, INCLUDING ADMINISTRATORS’ ROLES, IS STRICTLY PROHIBITED.

3. Legal Capacity and Eligibility

Viber App and the Services cannot be used by everyone. If you are under 13 you are not allowed to create an Account or use the Services. Premium Services shall be used only if you are over the age of legal capacity in your place of residence.

You should use our Services only if you are fully able to understand and enter into and comply with these Terms. Our Services are not intended for children under 13; if you are under the age of 13, please wait until you turn 13 to use them. Nevertheless, to use Premium Services you must be over the age of legal capacity in your country. You hereby warrant that you are eligible to enter into these Terms and that you are not prohibited by any competent authority, judicial order or law from entering into any agreement; you have all proper authorizations, including if you are acting on behalf of a corporation, to enter into these Terms.

We make no representation that our Services, including Viber Out, are available for use or permitted by law in any particular location. To the extent that you choose to access our Services, you do so at your own initiative and risk and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

Any use of the Viber App and Services is subject to the [Acceptable Use Policy](#).

4. Account and Registration

To use the Service, you will need to create an account. You agree to provide us with accurate, complete, and updated information. You are responsible for any activity that occurs in your account.

In order to access or use some of our Services or some of the features we offer as part of the Services, you will need to register and create an account by selecting a password and providing your name and other contact information including your age ("**Account**"). Any information provided through the registration process is governed by the [Viber Privacy Policy](#).

You hereby represent and warrant that you will provide true and complete registration details. If we at Viber believe the details are not correct, current, or complete, we have the right to prevent you from accessing our Services, or any of its resources and to terminate or suspend your Account. You must register with your current mobile phone number, and, if you change it, update your mobile phone number using the "settings" in the Viber App. You agree to receive text messages and phone calls (from us or our third-party providers) with codes to register for our Services.

Notwithstanding the above, Viber does not monitor and is not obligated to monitor the registration details or your password security, you hereby acknowledge you are solely responsible to protect your information and password and to ensure your username and password are secure. If you use a username and password that Viber considers insecure, Viber may suggest it be changed, however, is not required to do so. You are responsible for all activities that occur under your Account. You agree to notify Viber immediately of any unauthorized use of your Account or any breach of security with respect to your Account including your password. Viber will not be liable for any loss that you may incur as a result of someone else using your Account, either with or without your knowledge. In addition, you may be held liable for any losses incurred by us or another party due to someone else using your Account. Viber shall be entitled to monitor your Account and password and, at its discretion, require you to change your password. You are responsible to keep your device secured so that other will not be able to access your Viber Account.

5. Licenses and Intellectual Property Rights

Viber licenses and grants you certain limited, revocable, non-exclusive, non-sublicensable rights so that you will be able to use the Viber App and Services. You will also grant us certain rights to your Content (as defined below); however, Viber does not claim any ownership to the information that you submit through your Account or through our Services.

Our Services and materials incorporated by Viber on our Services (“**Material**”) are protected by copyrights, patents, trade secrets or other proprietary rights. Some of the characters, logos, or other images incorporated by Viber in our Services are also protected as registered or unregistered trademarks, trade names, or service marks owned by Viber or others (“**Trademarks**”). Viber or its licensors own the title, copyright, and other intellectual property rights in the Material, Viber App and the Services, and by using our Services, you do not acquire any ownership rights in the Services or any Material contained therein. You may not use our copyrights, trademarks (or any similar marks), domains, logos, trade dress, trade secrets, patents, and other intellectual property rights unless you have our express permission. Viber respects the intellectual property rights of others and asks you to do the same. We grant you a limited, revocable, non-exclusive, non-sublicensable, and non-transferable license to use our Services, subject to and in accordance with our Terms, no licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted to you. You will not transfer any of your rights or obligations under our Terms to anyone else without our prior written consent.

Viber does not attempt to claim ownership on the content displayed, published, shared, sent, used, promoted or otherwise provided by you, including through the Communities, Channels and Chatbots (“**Content**”). You hereby grant Viber the license to use the Content for the purpose of providing the Services. For all Content you submit to the Services, you grant Viber and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyze, transmit, and distribute that Content. This license is for the purpose of operating, developing, providing, promoting, and improving the Services and internally used for researching and developing new services, features and products. While we’re not required to do so, we may access, review, screen, and delete your Content at any time and for any reason, including to provide and develop the Services or if we think your Content violates these Terms and the [Acceptable Use Policy](#). You alone, though, remain responsible for the Content you create, upload, post, send, or store through the Service.

Viber will consider anything you provide to Viber, including, without limitations, any feedback, ideas, or suggestions or contribute to this its Services without having as available for our use free of any obligations to you. You agree that we will own all rights in any materials or items we develop based on such feedback or suggestions.

We, our affiliates, and our third-party partners may place advertisement on the Services, which may sometimes appear near, between, over, or in your Content. This will include personalized advertising, for more information please see the [Viber Privacy Policy](#).

6. Content and Public Content

The Content you publish through our Communities, Chatbots or Channels, which are made public and available for everyone, or Content you upload to such public Channels and Communities is considered “Public Content”.

You grant Viber, our affiliates, other users of the Services, and our business partners, an unrestricted, worldwide, royalty-free, irrevocable, and perpetual right and license to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronize, overlay graphics and auditory effects on, publicly perform, and publicly display all or any portion of your Public Content in any form and in any and all media or distribution methods, now known or later developed. When you appear in, create, upload, post, or send Public Content you also grant Viber, our affiliates, other users of the Services, and our business partners, an unrestricted, worldwide, royalty-free, irrevocable, and perpetual right and license to use the name, likeness, and voice, of anyone featured in your Public

Content for commercial and non-commercial purposes. You are not be entitled to any compensation for such use.

The Content is the sole responsibility of the user that submitted it, Viber reserves the right to review or remove all content that appears on the Services; however, it is not obligated to do so. Viber does not and cannot guarantee that other users or the content they provide through the Services will comply with our Terms or the [Acceptable Use Policy](#). If you believe that any materials or content (including other user Content) that are accessible on or from the Services infringe on your copyrights, or offend you or are illegal, please contact us through the reporting system as detailed in the [Acceptable Use Policy](#).

7. Restrictions of Use

You may only use our Services for lawful purposes and in accordance with applicable law and you are prohibited from storing, distributing, or transmitting any unlawful material through our Services. Any transmission, distribution, or storing of unlawful material or using our Services and its contents for unlawful purposes may expose you to criminal or civil liability, termination or suspension of these Terms, your Account and use of the Services and removal of your Content.

That means, among other things, you may not do, attempt to do, enable, or encourage anyone else to do, any of the following:

- decompile, reverse engineer, disassemble, or otherwise reduce the code used in any software, Viber App or our Services into a readable form in order to examine the construction of such software or to copy or create other products based (in whole or in part) on such software.
- rent, lease, lend, sell, redistribute or sublicense the Material or the Services.
- exploit any resource, or access any resource, contained on our Services including, without limitation, any attempt to collect users phone numbers for any purpose, including for analysis purposes and/or parsing.
- use the Services in a way that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden, or impair the functioning of the Services.
- copy, modify, archive, download, upload, disclose, distribute, sell, lease, syndicate, broadcast, perform, display, make available, make derivatives of the Services or the content on the Services.
- access or use the Services in any way not expressly permitted by these Terms or the [Acceptable Use Policy](#).
- use branding, logos, icons, user interface elements, designs, photographs, videos, or any other Materials, except as explicitly allowed by these Terms.
- violate applicable laws, including third party privacy and intellectual property laws.
- create multiple account, create false misleading accounts, create another account if we have already disabled your account, or buy, sell, rent, or lease access to your Account.
- use any robot, spider, crawler, scraper, or other automated means or interface to access the Services or extract other users' information.
- upload viruses or other malicious code or otherwise compromise, bypass, or circumvent the security of the Services.
- attempt to circumvent any content-filtering techniques we employ, or attempt to access areas or features of the Services that you are not authorized to access.

8. Payments and Subscription Fees

The Viber Premium Services are subject to payments and fees.

The Viber Premium Services are subject to fees and payments. The price stated for the Premium Services excludes all applicable taxes and currency exchange settlements, unless stated otherwise. If there is a charge associated with a one or more of the Premium Services, you agree to pay that charge. Viber may suspend or cancel the Premium Services or your access to your Viber Account if the payment is not received on time. In addition, using the Services, including the Premium Services, on a mobile application will use some of the data allowance available on the data package to which you have subscribed with your mobile network operator. Out-of-country usage may lead to significantly higher costs than regular usage, and you are solely responsible for keeping yourself informed and paying for possible roaming and other applicable charges levied by your mobile network operator. In addition, you are responsible for any charges, fees, changes to your mobile plan service or billing, alterations to your mobile device, or any other consequence that may arise out of your use of mobile billing. The terms and conditions of your mobile operator apply to your payment, in addition to our Terms. Mobile billing is not a bundled offer between our Services and your mobile plan service.

Premium Services are available subject to periodic subscriptions (“**Subscription Period**”) or otherwise a one-time payment. The subscription payments are recurring and automatically renewed for an additional Subscription Period. Viber reserves the right to revise the fees at any time in its sole discretion; if you do not agree with such revisions, you may cancel the subscription as detailed below.

When you make a purchase or pay for subscription through the Viber App or through our website, we use third party payment service providers (“**PSP**”), your payment or subscription, as applicable, is also subject to the terms of such third party (including with respect to payment terms, refunds, etc.), and you should read such applicable terms before you decide to complete the purchase. You agree to abide by any relevant terms of service or other legal agreement that governs your use of a given payment processing service or method. You can change your payment method and billing information provided for Viber Out services by logging into your Account at <http://account.viber.com/>. If you pay with currency other than USD or EUR, you agree that the amount you are eventually credited may vary, as a result of currency conversion policies of the PSPs, which you can find at the relevant website or location where you make the actual purchase. Any of your payments and purchases will apply through the designated Account from the time of purchase. Your order and receipt will be sent through an email acknowledgment through the email address you provided to us.

In-app payments for Premium Services which are processed through app stores (“**IAP**”) are subject to the applicable app store terms (Apple [Terms](#), Google Play [Terms](#), etc.), which you hereby consent to and agree to comply with.

Should you choose to cancel your subscription, your access to the paid Premium Services will continue through the end of your billing period, as applicable, and expire thereafter, and you may be downgraded to the free Services. To the extent permitted by applicable law, any fees paid for your purchase of a subscription plan are non-refundable, and we do not provide refunds for any partial subscriptions. For more information see the [Refund](#) section below.

We may also offer, from time to time, special promotional offers, which may include different terms and conditions, including free trials. We reserve the right to change, cancel and/or restrict these promotional offers at our sole discretion and at any time. The specific terms for each promotion, including the terms of the free trial, will be disclosed prior to making the purchase(s) based on such promotion(s). Free trials may be limited in time and contain an automatic renewal unless you terminate the free trial up-to 24 hours prior to its expiration. We reserve the right to limit your ability to take advantage of multiple trials and to limit your use to one free trial.

9. Refunds

Except as provided by law or as set forth herein, all purchases are final and non-refundable.

If you believe that Viber has charged you in error, you must contact Viber within 90 days of such charge. No refunds will be given for any charges after 90 days. If you purchase any digital content from Viber, any right you may have to withdraw from or cancel the purchase will terminate once the digital content has been delivered to you upon your request, and you will not be entitled to claim any refund, except where you believe Viber has charged you in error. Notwithstanding the above, if your purchase is an IAP, the refund policy and cancellation terms are subject to the applicable app store terms: for Apple App Store please see the refund terms [here](#), and the cancellation terms [here](#); for Google Play please see the refund and the cancellation terms [here](#).

Viber reserves the right to refuse a refund request if it reasonably believes or suspects (i) that you are trying to unfairly exploit this refund policy, for example, by making repetitive refund requests in respect of the same product or feature; (ii) that you are in breach of these Terms or the Viber Privacy Policy; (iii) that you are using any of our products fraudulently or that your Account is being used by a third party fraudulently; or (iv) that you purchased your credit through a third party service and the terms of such third party do not allow such refund. This refund policy does not affect any of your statutory rights to pursue a claim.

When signing up as a subscriber of the Viber Out, Viber Plus, or any other applicable subscription plan, and regardless of which subscription plan you choose, you have a right to a **fourteen (14) day cooling-off period** in accordance with the applicable laws and regulations. The cooling-off period applies from the date of signing up to a subscription plan. If you begin to use the Service in any way, you agree that you forfeit the right to cancel your purchase of the Service as per the cooling-off rights mentioned in this section. If you want to cancel the Service during the cooling-off period, we recommend that you notify us by using the form available here: <https://help.viber.com/en/contact>.

10. Chatbot Purchases

If you purchase goods or services through the Chatbot, the payment shall be processed using either Google or Apple payments solutions, you agree to any terms relevant to such payment solutions as may be published from time to time by Google Pay or Apple Pay. Viber does not exercise control over purchases, returns, delivery of goods or services by a Merchant, the availability or accuracy of Google/Apple Payment Solutions, payment cards, payments, refunds, chargebacks, or other commercial activity relating to payments made using the Service.

Viber is not responsible for the transaction, offer, sell, or marketing of goods and services offered through the Chatbots, Viber assumes no liability for a the businesses' failure to provide goods or services or for any users' dissatisfaction with any goods or services provided by a business or admin. Under no circumstances will Viber provide a chargeback or any other compensation to a user.

Your purchase is at your own risk.

11. Third party goods and services

Certain Services may display, include or make available content, data, information, applications, features or materials from third parties or provide links to certain third-party websites. Through the Chatbots you may even be able to purchase goods and services provided by third party merchants.

Our Services may link you to other sites on the Internet and third-party partners which cooperate with us to provide you certain services. These other sites are not under the control of Viber, and you

acknowledge that (whether or not such sites are affiliated in any way with Viber) Viber is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, and that your use of such sites is subject to their respective terms of use. The inclusion of such a link does not imply endorsement of any site by Viber or any association with its operators.

Viber cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from Viber since the third-party sites are owned and operated by independent retailers. Viber does not endorse any of the merchandise, nor has Viber taken any steps to confirm the accuracy or reliability of any of the information contained on such third-party sites. Viber does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third-parties.

12. Termination

We may add or remove features, products, or functionalities, and we may also suspend or stop the Services, with or without notice. We aspire that you will always continue to share good vibes through the use of our Services, but you may choose to terminate your relationship with Viber at any time.

If you are using our free Services, you may terminate your relationship with Viber by simply ceasing to use the Services. Where permissible under applicable law, Viber has the right to terminate your rights under our Services without notice, including, without limitation, by blocking you, suspending or terminating your Account, including, and without derogating from our general right, if you are in breach of our Terms or other policies (including our [Acceptable Use Policy](#)) or if we decide not to provide the Services or any part thereof in certain locations or to certain devices. Viber reserves the right to modify or discontinue, temporarily or permanently, all or any part of its Services or any software, facilities, and services on its Services, with or without notice or to establish general guidelines and limitations on their use. Upon termination or expiration of these Terms or prior to uninstalling the Viber App, it is your sole liability to export any information or data you wish to keep. Viber shall not be liable for any loss of data arising from termination of these Terms, expiration or termination of the Services or uninstalling of the Viber App.

13. Safety and Support

Viber cannot guarantee that the Services will always function without disruptions, delay or errors because we have no control of the third-party networks carrying our Services. We try hard to keep our Services a safe place for all users. But we can't guarantee it.

A number of factors may impact the quality of your communications and use of the Services, and may result in the failure of your communications. Viber takes no responsibility for any disruption, interruption or delay caused by any failure of or inadequacy in any of these items or any other items over which we have no control. Up-to-date evidence on call set up time and unsuccessful calls (through your list of calls made and attempted) is available through your User Account.

From time to time, Viber may need to perform maintenance on or upgrade the Service. This may require Viber to temporarily suspend or limit your use of the Services, including Viber Out, until such time as this maintenance or upgrade can be completed. You will not be entitled to claim damages for such suspension or limitation of the use.

You are prohibited from using any services or facilities provided in connection with our Services to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g. password guessing programs, cracking tools, malware, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Viber reserves the right to release your details to system administrators at other sites, law enforcement and/or governmental authorities in order to assist them in resolving security incidents.

If you fail to comply, we reserve the right to remove any offending content, terminate or limit the visibility of your account, and notify third parties—including law enforcement—and provide those third parties with information relating to your Account. This step may be necessary to protect the safety of our users, and others, to investigate, remedy, and enforce potential Terms violations, and to detect and resolve any fraud or security concerns. We also care about your physical safety while using our Services. So do not use our Services in a way that would distract you from obeying traffic or safety laws.

In order to use our Services, you consent to manually or automatically download and install updates to our Services. You also consent to our sending you notifications via our Services from time to time, as necessary to provide our Services to you.

14. Disclaimer of Warranties

Although we make great efforts to make our services error and interruption free, we cannot promise that such efforts will result with such desired performance. YOUR USE OF OUR SERVICES IS AT YOUR OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US SHALL CREATE A WARRANTY. OUR SERVICES AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, VIBER, ITS PARENT COMPANY RAKUTEN GROUP INC. AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF VIBER (“**THE VIBER GROUP**”) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE VIBER GROUP DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED ON OR THROUGH OUR SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT OUR SERVICES OR THE SERVERS THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE VIBER GROUP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SERVICES OR ANY WEBSITES LINKED TO THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. THE VIBER GROUP MAKES NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT INCLUDED IN THE SERVICES WILL NOT INFRINGE THE RIGHTS OF OTHERS AND THE VIBER GROUP ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT INCLUDED IN THE SERVICES OR ANY OTHER WEBSITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

15. Limitation of liability

VIBER DOES NOT EXCLUDE OR LIMIT ITS LIABILITY TO YOU WHERE IT WOULD BE ILLEGAL TO DO SO. THIS INCLUDES ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE (I.E. IF WE FAIL TO TAKE REASONABLE CARE OR EXERCISE REASONABLE SKILL IN THE PERFORMANCE OF A CONTRACT) OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS; FOR FRAUD OR FRAUDULENT MISREPRESENTATION (I.E. IF WE DELIBERATELY TELL YOU SOMETHING THAT IS

UNTRUE, WHICH YOU THEN REASONABLY RELY ON); IN COUNTRIES WHERE EXCLUSIONS OR LIMITATIONS OF LIABILITY ARE ALLOWED, THE VIBER GROUP WON'T BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR (ii) ANY LOSS OF USE, DATA, BUSINESS OR PROFITS, REGARDLESS OF LEGAL THEORY. THESE EXCLUSIONS OR LIMITATIONS WILL APPLY REGARDLESS OF WHETHER OR NOT A MEMBER OF THE VIBER GROUP HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE AN EU OR UK CONSUMER, THESE TERMS DO NOT EXCLUDE VIBER GROUP'S LIABILITY FOR LOSSES AND DAMAGES THAT ARE A RESULT OF OUR FAILURE TO USE REASONABLE CARE AND SKILL IN PROVIDING THE SERVICES OR OF OUR BREACH OF OUR OBLIGATIONS TO YOU UNDER THESE TERMS, AND IF YOU ARE A JAPANESE CONSUMER, THESE TERMS DO NOT EXCLUDE VIBER GROUP'S LIABILITY FOR LOSSES AND DAMAGES THAT ARE A RESULT OF OUR BREACH OF OUR OBLIGATIONS TO YOU UNDER THESE TERMS; HOWEVER, SUBJECT TO THE FORGOING: (I) WE ARE NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT IS NOT FORESEEABLE. LOSS OR DAMAGE IS FORESEEABLE IF EITHER IT IS OBVIOUS THAT IT WILL HAPPEN OR IF, AT THE TIME THE CONTRACT WAS MADE, BOTH WE AND YOU KNEW IT MIGHT HAPPEN; (II) WE ARE NOT RESPONSIBLE FOR ANY PRE-EXISTING FAULTS OR DAMAGE OR FOR ANY LOSS OR DAMAGE WHICH YOU COULD HAVE AVOIDED BY FOLLOWING OUR ADVICE OR INSTRUCTIONS (INCLUDING THESE TERMS AND ANY POLICIES REFERRED TO IN THESE TERMS); WE ARE NOT LIABLE FOR BUSINESS LOSSES. WE ONLY PROVIDE THE SERVICES FOR DOMESTIC AND PRIVATE USE. IF YOU USE THE SERVICES FOR ANY COMMERCIAL OR, BUSINESS PURPOSE, THE VIBER GROUP WILL HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS OPPORTUNITY. OTHER THAN FOR THE TYPES OF LIABILITY WE CANNOT LIMIT BY LAW (AS DESCRIBED IN THIS SECTION), WE LIMIT OUR LIABILITY TO YOU TO THE GREATER OF \$100 USD OR 100% OF ANY AMOUNT YOU'VE PAID TO US FOR YOUR USE OF THE SERVICES. THIS PROVISION DOES NOT APPLY TO EU AND JAPANESE CONSUMERS WHERE PROHIBITED BY APPLICABLE LAW.

16. Indemnity

You agree to indemnify and hold harmless The Viber Group from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of these Terms, including any of the foregoing provisions, representations or warranties, from your placement or transmission of any content onto Viber's servers and/or from any and all use of your Account.

If you have a dispute with one or more users (including game developers and/or merchants), you release The Viber Group from claims, demands, liabilities, costs, or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes). In entering into this release, you expressly waive any protections (whether statutory or otherwise), to the extent permitted by applicable law, that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

17. Governing law and Jurisdiction

To the extent permitted by law, and with the exception of Section 19 below, the laws of England and Wales govern these Terms and any claims and disputes arising out of or relating to these Terms or their subject matter. The courts in some countries may not apply the laws of England and Wales to some disputes related to these Terms. If you reside in one of those countries, the laws of your home country may apply to those disputes.

If you are residing in a country or territory within the European Region, you may resolve your claim within the competent court of Luxembourg that has the jurisdiction over claims that are brought by European Region residents.

18. Arbitration, Class-Action Waiver

If you have a concern, please first contact us directly- we will try to resolve it. Please read the following paragraphs carefully because they provide that you and Viber agree to resolve all disputes through binding individual arbitration. This section sets forth the exclusive way you can resolve any dispute you may have with us. If you ever wish to seek any relief from us, you agree to do it only through arbitration, and you waive the ability to pursue a class action law suit.

U.S. Residents: To the fullest extent permissible by law, with the exception of disputes pertaining to Viber’s intellectual property rights and certain statutory claims that, pursuant to law, are not arbitral, any dispute of any kind between you and Viber arising under these Terms shall be resolved through binding arbitration pursuant to the JAMS Streamlined Arbitration Rules and Procedures on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any New York State or federal court with substantial experience in the internet industry and shall follow New York substantive law in adjudicating the dispute, except that this Section shall be construed as a “written agreement to arbitrate” pursuant to the Federal Arbitration Act (“**FAA**”). You and we agree that we intend that this Section satisfies the “writing” requirement of the FAA. The hearing shall be conducted in the county that encompasses the billing address you have provided to Viber. For any claim in which you seek U.S. \$10,000.00 or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or instead the arbitrator may decide the dispute without a hearing. For those claims that the arbitrator determines are not frivolous, Viber shall pay the costs and fees of JAMS and the arbitrator. Viber agrees that it will not seek reimbursement from you for its costs and fees incurred by it in the arbitration. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

Non-U.S. Residents: If any controversy, allegation, or claim (including any non-contractual claim) arises out of or relates to the Service or the Terms (“**Dispute**”) then you and we agree to send a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. Your notice of Dispute to us must be sent to us at Viberforeigndispute@viber.com. For a period of sixty (60) days from the date of receipt of notice from the other party, Viber and you will engage in a dialogue in order to attempt to resolve Dispute, though nothing will require either you or Viber to resolve Dispute on terms which either you or Viber, in each of our sole discretion, are uncomfortable with.

If Dispute against Viber involves a paid Viber Service and we are unable to resolve it through dialogue (as described above), Viber will abide by Directive 2013/11/EU on Consumer Alternative Dispute Resolution. The European Commission Online Dispute Resolution (“**ODR**”) can be accessed at eu.europa.eu/odr. You can raise a complaint about our Services by contacting us on Viberforeigndispute@viber.com. You may also be entitled to refer Disputes in relation to matters covered by the European Electronic Communications Code to an independent body for dispute resolution appointed in your country. A list of such bodies is available at: <https://ec.europa.eu/consumers/odr/main/?event=main.adr.show2>. The list of the UK approved ADR schemes for Viber Out is available at: <https://www.ofcom.org.uk/phones-telecoms-and-internet/advice-for-consumers/problems/adr-schemes>.

19. Miscellaneous

If any provision of these Terms is adjudged, by written decision, to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect

the validity and enforceability of any remaining provisions. These Terms are the entire agreement between you and Viber relating to the matters contained herein and the Services. Failure by Viber to enforce any rights or to take any action against you in the event of any breach hereunder shall not be deemed as a waiver of such rights or of subsequent actions in the event of future breaches. These Terms and any right granted herein may not be assigned by you without the prior written consent of Viber. Viber may assign its rights and obligations set forth herein at any time, at its sole discretion, to any of our affiliates or in connection with a merger, acquisition, restructuring, or sale of assets, or by operation of law or otherwise. In the event of such an assignment, Viber will only transfer your information in compliance with applicable laws, and ask for your consent where required. These Terms will continue to govern your relationship with such third-party, if you do not agree to such an assignment, you must stop using the Services, delete your Viber Account and uninstall the App.

In the event you read these Terms in any language other than English, you agree that in the event of any discrepancies, the English version shall prevail.

20. Disabled Users

Viber is dedicated to facilitating the use of the Services by disabled end-users. Expandable font size is available on our app for people with visual disabilities. For additional disabled-friendly functions, please see the available solutions within your mobile or other IT device's native operating system.

21. Contact Us

Viber Media S.à r.l., a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg.

You may contact us, as follows:

- **Our online form available at:** <https://help.viber.com/en/contact>.
- **Using the "contact us" form on the App.**
- **By mail:**

Viber Media S.à r.l.,

2, rue du Fossé, L-1536

Luxembourg, Grand Duchy of Luxembourg

Call Services - Viber Out Service Specific Terms

These Viber Out Service Specific Terms address the various Viber Out calling plans and services offered by Viber. The calling services and plans are governed by [Fair Usage Principles](#) and are intended for personal non-commercial use. Any misuse of the calling service may result in suspension or termination of your Account.

Viber Out Subscription Specifications

Payment for Viber Out Subscriptions (e.g., recurring calling plans) are made on a recurring payment basis. This means that you agree that at the applicable recurring intervals your payment method will be charged, until you actively elect to terminate the Subscription.

Viber Out calling plans are provided on a subscription basis and are offered in different prices or payment terms according to the duration of the applicable subscription or the type of device you own, all as specified in our pricing page <https://account.viber.com/en/>. We reserve the right to change our calling plans and Viber Out Subscriptions or stop offering them at any time. Reduction to the prices of our calling plans will not affect previously purchased and existing calling plans or Viber Out Subscriptions. Unused minutes or credit will not roll from one month to the next. Our Viber Out Subscriptions exclude special, premium, service, satellite, and non-geographic numbers.

You agree that you are authorizing recurring payments, and payments will be made to Viber by the method and at the recurring intervals you have agreed to, until the Viber Out Subscription is terminated by you or by Viber. You must cancel your Viber Out Subscription before the next billing date to stop being charged. We will provide you with instructions on how you may cancel the Viber Out Subscription. By authorizing recurring payments, you are authorizing Viber to store your payment instrument and process such payments, for more information please see [Viber Stored Credential Agreement](#). The Viber Out Subscriptions fees are charged in advance and are pre-paid once at the beginning of each subscription period.

We may change the terms or the price of the Viber Out Subscriptions at any time and if you have a recurring purchase, we will notify you by email, or other reasonable manner, at least 15 days before the price change. If you do not agree to the price change, you must cancel the Viber Out Subscription and stop using the Viber Out Premium Services before the price change takes effect. If there is a fixed term and price for the Viber Out Subscription, that price will remain in force for the fixed term. Other changes to the calling plans and subscription, will take effect immediately without prior written notice where such changes are exclusively to your benefit, where they are of a purely administrative nature and have no negative effect on you, or where they are directly imposed by law. You may terminate from posting the changes.

We may offer distinctive features or services in each plan, add new features or change or cancel any existing features or functionalities at our sole discretion. We further reserve the right to change the subscription fees at our sole discretion. If you are a paid user at the time of such change, the new rate will be affected upon your next subscription period; otherwise, you may choose to cancel your subscription, in which case you will be refunded on a pro-rata basis.

Your Viber Out Subscription may start with a free trial period ("**Free Trial**"), when you sign up for a Free Trial, you acknowledge and agree that you will automatically be transferred to a recurring payment subscription plan at the end of the Free Trial, unless you terminate your Free Trial and cancel the Viber Out Subscription prior to the last day of the Free Trial, in which case you will not be charged additional fees. Note, you may only use only one Free Trial. We reserve the right to change, cancel and/or stop offering the Free Trial at any time.

Viber may terminate your Viber Out plan or offer you an alternative calling plan if we notice that your usage is in breach of the [Acceptable Use Policy](#) or is abusing our systems. We reserve the right to change our calling rates and plans or the Viber Out Subscription fees or even stop offering them at any time.

Viber Credits Specifications

As a Viber user you may purchase Viber Credit either through recurring charges or one-time payments. Viber Credit balance is available through your Account.

The recurring charge feature will be automatically enabled when you buy Viber Credit through the Viber mobile application or Website and check the appropriate checkbox at the time of purchase. Your Viber Credit balance will be recharged with the same amount and by the same payment method you initially designated when you registered your Account every time your Account balance goes below the threshold set by Viber from time to time. By authorizing recurring payments, you are authorizing Viber to store your payment instrument and process such payments, for more information please see [Viber Stored Credential Agreement](#). You can disable the recurring charge feature at any time by accessing your Account. Any charges mentioned in specific currencies are solely considered as examples, and do not take currency fluctuations or discrepancies into account.

The rates for calling landlines and mobile phones outside of the Viber community consist of a per-minute rate as set out on <https://account.viber.com/en/rates-index> and within the Viber App and your Account. After a 4-hour call duration, the call will be disconnected and require a re-dial. While we always try to keep our rates as low as possible, Viber may change the rates for calling phones at any time without notice to you by posting such change at <http://account.viber.com/>. The new rate will apply to your next phone call after the new rates have been published. Please check the latest rates before you make your call. If you do not accept the new rates, do not make your call.

The duration of a call is calculated per seconds and shall be based on one-minute increments. Fractions of minutes will be rounded up to the next minute. At the end of a call, fractional cent charges will be rounded up or down to the nearest whole cent. For example, a total call at a price of €0.034 will be rounded to €0.03. During the call, charges incurred will be deducted automatically from the Viber Credit balance in your Account.

If you do not use your Viber Credit for a period of six months (including Viber Credit that has been allocated to you by a Viber administrator), such credit will be frozen. You can reactivate the Viber Credit by accessing your Viber Out account and following the instructions therein. If your Account is deactivated, your Viber Credit will be lost. For this purpose, your Account may be deactivated in any of the following way: (i) you actively deactivate your Account; (ii) you remove Viber from your mobile device and do not reinstall it within three months; (iii) you do not log in to Viber for twelve consecutive months.

If you use third party services to purchase Viber Credit, such purchase is also subject to the terms of such third party (including with respect to payment terms, refunds, etc.).

For users in Japan, and users with Japanese area code (+81), that purchase Viber Credit, the Viber Credit will expire within 180 days of purchase, with no ability to reactivate.

Emergency Calls

To allow safe access to emergency services, the Viber mobile app initiates emergency calls through sending any 3 digit call, such as the European emergency number 112, to your mobile device's native

dial pad and your mobile network operator which in turn is set to direct the call free of charge and to the most appropriate Public Safety Answering Points.

Technical Support

In case you experience any issue with the Viber Out service, please contact our support as provided under section 21 of the Terms and our team will check such report and will endeavor to remedy any such fault as reasonably feasible. For any information relating to technical details with respect to the calls transferred between mobile networks, please review your agreement with your mobile operator.

Current Terms of Use PDF [Viber Terms of Service April 2023](#)

Previous Terms of Use PDF [Viber Terms of Service March 2022](#)

Previous Terms of Use PDF [Viber Terms of Use May 2018](#)

Previous Terms of Use PDF [Viber Terms of Use update February 2017](#)

Previous Terms of Use PDF [Viber Terms of Use September 2016](#)

Previous Terms of Use PDF Version [Viber Terms of Use June 2014](#)