Digital Samba Free Terms & Conditions

Last modified: 15 October, 2025

These Terms and Conditions ("**Free Terms**") govern your use of the free video conferencing service ("**DS Free**") provided by Digital Samba, S.L. ("**Digital Samba**", "**we**", "**us**", or "**our**"). By using DS Free, you agree to these Free Terms. These Free Terms supplement the Digital Samba Customer Agreement ("**Customer Agreement**"), including but not limited to the provisions regarding No-Charge Products as defined therein.

All provisions of the Customer Agreement apply to DS Free unless specifically modified or supplemented by these Free Terms. In the event of any conflict between these Free Terms and the Customer Agreement, these Free Terms shall prevail with respect to your use of DS Free.

1. Acceptance of terms

By using DS Free, you acknowledge that you have read, understood, and agree to be bound by these Free Terms and the Customer Agreement.

2. Description of service

DS Free is a video conferencing service by Digital Samba. It allows you to create and participate in video calls with or without creating an account.

3. Continuity of free service

Digital Samba intends to maintain DS Free as a free service for the foreseeable future. The continued free availability of DS Free depends on its success in building the Digital Samba brand name, generating interest for our paid products, maintaining reasonable operational costs, and avoiding severe abuse of the system by users. If any of these conditions are not met, we may need to reconsider the free nature of the service.

4. Modifications to service

4.1. Right to modify or discontinue. Digital Samba reserves the right to modify, limit, or discontinue DS Free, or to implement fees for all or part of DS Free, at any time and at its sole discretion. If fees are implemented, you will be notified in advance and may be required to create an account and consent to new terms to continue using the service.

4.2. Acceptance of changes to service. Your continued use of DS Free after any changes to the service constitutes your acceptance of those changes.

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5. Limitation of liability

5.1. As-is basis. DS Free is provided on an "as is" and "as available" basis, without any warranties of any kind, whether express or implied.

5.2. Limitation of liability. To the fullest extent permitted by applicable law, Digital Samba shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses resulting from your use or inability to use DS Free.

5.3. Modifications and business impact. Digital Samba shall not be liable for any damages or losses arising from modifications to DS Free, including but not limited to any impact on businesses or operations that you may have built around DS Free. You acknowledge that you use DS Free at your own risk and that Digital Samba may make changes in its best interest without incurring any liability.

6. Privacy and security

Digital Samba is committed to protecting your privacy and ensuring the security of your data. For details on how we collect, use, and protect your information when using DS Free, please review our Privacy Policy.

7. Acceptable use

You must comply with Digital Samba's Acceptable Use Policy when using DS Free. Additionally, you may not remove or hide Digital Samba branding from DS Free.

Failure to comply with these acceptable use terms may result in immediate termination of your access to DS Free without prior notice.

7. Governing law and jurisdiction

These Free Terms shall be governed by and construed in accordance with the laws of Spain. Any legal action or proceeding arising under these Free Terms shall be brought exclusively in the courts located in Barcelona, Spain.

8. Entire agreement

These Free Terms, together with the Customer Agreement and its supplements, constitute the entire agreement between you and Digital Samba regarding DS Free. All provisions of the Customer Agreement apply to DS Free unless specifically modified or supplemented by these Free Terms. These Free Terms supersede all prior agreements and understandings with respect to the subject matter of DS Free.

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